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The Solicitors' Journal.

LONDON, APRIL 16, 1864.

IN CONNECTION WITH THE BILL brought in to the House of Commons by Mr. Charles Forster, providing in one short clause that "no conviction of felony shall cause a forfeiture of the lands or goods of any person so convicted, any statute or usage to the contrary notwithstanding," a return on Mr. Forster's motion has been made to the House, showing the amount of felons' property forfeited to the Crown in England and Wales in each of the last sixteen years, specifying how much was restored, or paid to, or detained by Crown grantees, and showing the expenses of recovery and appropriation of the forfeited property. The last return of the kind was made in 1848. The return consists of three accounts of the forfeited and restored property :—1. The account of the Treasury Solicitor. 2. An account of the receiver and inspector of fines and penalties. 3. An account of the auditors of sheriffs' accounts. The Treasury Solicitor's account gives of property yearly received sums varying from about £600 to £5,000; a mean between which sums appears to show nearly the average annual amount. The property restored, in this account, is frequently the whole less the expenses ; sometimes it is a half, but it is never less than a quarter. The expenses range between three and ten per cent. According to the Solicitor's account, therefore, the loss to the Treasury from passing the bill would be scarcely worth mentioning. It would average only a few hundreds a-year. The account of the Receiver and Inspector does not go beyond 1857. The highest amount does not exceed £1,317, in the year 1854; the lowest was £253, in 1849. This account, then, particularly if regard be had to the restorations and expenses, is insignificant. Together they amounted in the highest year to £577 out of the £1,314, The auditor's account, which is for the five years 1858—1862 only, gives annual sums of £835, £353, £1,285, £561, and £499; restorations, £254, £54, £715, £162, £81 ; expenses, £29, £14, £30, £30, £31.

Technically there is some anomaly in enacting that a conviction of felony shall not cause a forfeiture, inasmuch as the very meaning in law of felony is a crime that does work a forfeiture of lands or goods. The true *felonia* is the forfeiture, and that not only for crimes, but for other feudal offences. Even if a copyhold tenant denies the lord's title, it is a *felonia* or loss of his holding. The bill, therefore, though sufficiently intelligible, might be more appropriately worded. At present it is an instance of *brevis esse laboro*, without being logically successful. This is the more remarkable because, apart from any mere technical force of the word "felony," the true legal criterion of felony is forfeiture. The bill is also open to further legal considerations which may not have been present to the minds of its promoters. It will apply to the forfeiture of lands and tenements to the Crown in cases of treason. For treason is a felony, though not so called popularly. Not only the Crown, but all persons entitled by tenure or otherwise to the forfeited lands or goods of felons will be deprived by the measure. The proposed abolition of forfeiture is a step in the direction of justice. In feudal times it was proper that an offender should be stripped of the lands which he held for the purpose, and on the condition of, personal service, for which his offence proved him unfit. But in these days such forfeiture produces great inequality in sentences. It is true that in person and reputation a man with property will generally suffer more by criminal punishment, than one without property. This is an inequality which is unavoidable, and, indeed, carries with it a fair retribution. But to afflict his family, or even himself, by the loss of his property, is to add a fine to the penal consequences which accrue in the case of other convicted persons. Again, the facility with which the forfeiture of goods may be evaded by a *bonâ fide* sale before conviction, and a prudent disposition of the purchase-money, furnishes an argument in favour of the bill.

THE SOLICITORS' BENEVOLENT ASSOCIATION will hold its twelfth half-yearly general meeting on Wednesday, the 20th inst., at half-past twelve o'clock, at the Law Institution, when the reports and accounts for the half-year will be presented. Notice of the following motion for that meeting has been given by Mr. W. C. Hall, of London: — "That a moiety of the society's income arising from the interest of its invested capital, be applied in the formation of annuities of £30 each, for the benefit of necessitous members of the association or their widows; the candidates for such annuities to be approved of by the directors, but to be elected by the members at large."

The association has received an accession during the last half-year of fifteen life, and ninety-nine annual, members, increasing the aggregate number of members to 1,440, of whom 507 are life, and 933 are annual. There are sixteen life members who also contribute *annually* to the funds of the association. The accounts show the total receipts during the past half-year, including a balance of £156 0*s*. 2*d*. remaining from the former account, to have been £1,050 5*s*. 8*d*. Assistance has been granted to the widows of two deceased members of the association, one being a second application; and a sum of £35 has been distributed amongst the distressed families of *non*-members. £400 has been added to the invested capital, in the purchase of India Five per Cent. Stock, and the capital stock of the association now stands as follows:—In Three per Cent. Consols, £4,680 10*s*. 8*d*.; and in the Five per Cent. India Stock, £3,411 7*s*., making a total of £8,091 17*s*. 8*d*. The annual dividends produced by the above, amount to about £300, and form the extent of the society's present annual relief fund.

The Right Honourable the Lord Chief Justice of England has consented to preside at the Fourth Anniversary Festival of the Association, which will be held on Tuesday, the 7th of June next, at the Freemasons' Tavern, London, and the directors earnestly invite the presence and support of members of the association, and their professional brethren generally.

THE BARNSTAPLE ELECTION COMMITTEE met on Thursday. The petition was conducted by Mr. Spofforth, of the firm of Baxter, Rose, Norton, & Co., the counsel for the petition were Mr. O'Malley, Q.C., W. H. Cooke, Esq., and Joseph A. Yorke, Esq. After Mr. O'Malley had opened the case, Mr. Coleridge, Q.C., stated that Mr. Lloyd, the sitting member, had only lately become acquainted with the fact that bribery by his agents, or those for whom he was responsible, had taken place. Mr. Lloyd felt he could not justify what had been done, and tendered himself for examination upon the committee. The committee, after hearing Mr. Lloyd's evidence, declared that he was not duly elected, and then the petitioners proceeded, *pro forma*, with the scrutiny, the committee striking off six votes of the majority. Sufficient evidence was received to justify their striking off of seven more (the bribers of the other six who were bribed), and the committee adjourned till yesterday. After striking off eight votes more Mr. Bremridge would be seated.

THE JURIDICAL SOCIETY will hold it next meeting on Monday, the 18th of April, at eight o'clock, p m., precisely, when Mr. C. C. Massey will read a paper on "The true Nature and Function of the Rules which govern the Relations between Belligerent and Neutral States."

A MEETING of the Department of Jurisprudence and Amendment of the Law of the Social Science Association will be held at 3, Waterloo-place, on Monday next, the 18th inst., when a paper will be read by Mr. George W. Hastings, proposing "A New Court of Ecclesiastical Jurisdiction." The chair will be taken at eight o'clock.

IT APPEARS FROM THE RETURNS of the last census that the number of barristers in England had increased since the census of 1851 from 2,816 to 3,071, but that the number of attorneys was stationary.

COMPULSORY POWERS OF RAILWAY COMPANIES.

The "compulsory" powers of railway companies, which were first conferred by Parliament with great reluctance, and were surrounded with many restrictions and safeguards, even when railway projects were comparatively few and far between, have recently assumed a startling importance, especially in the metropolis, on account of the great increase in the number of schemes, and the gradual extension by the Legislature, of the arbitrary authority of companies. Some decisions of the Court of Chancery and of the House of Lords have also tended to increase their despotism. A public meeting of the bankers and merchants of the city of London has lately been held for the purpose of offering an organised opposition to the overwhelming invasion with which the city is now threatened, and of calming the minds of the thousands of citizens and dwellers within the metropolitan area who have been served with notices of intended ejectment by some railway company, and who look forward with trembling fear to be turned out of doors some day by the summary process described in the 85th section of the Lands Clauses Consolidation Act, 1845. Numerous letters have also appeared in the daily journals, describing the hardship and injustice to which tradesmen and other occupiers of houses have been exposed, where railway companies have thought fit to take possession of and pull down their houses without coming to any agreement with the owners or occupiers, and have availed themselves of the power to do so upon compliance with the statutory conditions. We do not desire at present to discuss the question whether the machinery provided by the Lands Clauses Consolidation Act, the Railway Clauses Consolidation Act, and the supplemental Act of last session is framed with too little regard to the rights of property and to private interests, as that topic would require a more extended discussion than we could afford to give it in these columns. It is only with the special Acts, and with certain legal decisions, which to our minds unduly increase the arbitrary power of railway companies, that we are at present concerned.

As the law has been settled by two or three comparatively recent cases, there is nothing now to prevent a railway company from compulsorily taking land which it does not require for any fair purpose of its undertaking. The result of these authorities is practically to enable companies to become large speculators in land, and to take possession of property, and even to pull down houses, not for the construction of the line or of anything in connexion with it, but with the object of realising a profit upon the re-sale of the property. Our readers are aware that the deposited plans and specifications and books of reference show precisely the intended course of the line, and the particular lands through which it is meant to pass; but, as the Railway Clauses Act, section 15, provides that it may deviate in passing through a town ten yards, and elsewhere 100 yards, from the line delineated on the deposited plans, it is necessary for the promoters, in applying to Parliament, to schedule all the lands within the limits of lateral deviation, and the result is, that all or any of the land so scheduled is quite at the mercy of the company, although only a comparatively small portion is really required for the construction of the railway. No company has yet thought proper to use its arbitrary power to the extent of taking *the whole* of the land scheduled throughout its limits of deviation, and there is not much reason to fear any proceeding of this kind. The loss upon the sales of some portions of the superfluous land taken in this wholesale manner would, probably, be greater than any profit which could be realised on other portions; and so flagrant an abuse of the power conferred by Parliament, and of the intention of the Legislature, would probably have the effect of inducing the Court of Chancery to interfere. The amount of capital which would be required to carry out to any extent so onerous an operation is a serious obstacle to promoters, and a corresponding safeguard to the owners of the scheduled property. But the misfortune to the latter is that, in the existing state of the authorities, the company may not only acquire all the land necessary for the construction of its line, but may pick and choose any other property within the limits of deviation—merely on account of its speculative value and with the view of realising a profit by it at a future time. We believe it is not uncommon, now-a-days, in the special Acts to enable the company to take compulsorily any of the lands within the limits of deviation, without regard to the circumstance whether they are required for the purpose of the undertaking or not; so that it is quite possible for a company so constituted to turn a man out of his house in the city of London—if the line happens to come that way—not for the promotion of any public object, but for the advantage of a clique of private speculators. It is probably by inadvertence, or because the interests of the community are not as easily protected as those of companies are advanced, that such extreme powers have been conceded by Parliament to the latter in express terms, so as to preclude the interference of courts of equity, even if they were disposed to interfere. But they are not. And, in fact, they have themselves almost gone as far in attributing like arbitrary powers to older companies, whose special Acts enabled them to take only such lands as were necessary for their undertakings.

In *Stockton and Darlington Railway* v. *Brown*, 9 Ho. of Lds. Cas. 246, it was, no doubt, thrown out in the judgments of one or two noble lords who decided that case, that the company must make *bonâ fide* use of the powers conferred by the Legislature, and must not apply them for any "sinister or collateral purpose;" but it was clearly laid down that "when the Legislature authorises railway directors to take, for the purposes of their undertaking, any lands specially described in their Act, it constitutes them sole judges as to whether they will or will not take those lands." The *onus* is thus thrown upon the landowner to show actual *mala fides* on the part of the company. It will not be sufficient for him to prove that the line itself has been already marked out, or even partly constructed, and that his land or houses cannot possibly be necessary for its construction. It is enough for the company to say that the property is within the limits of deviation, and is required for some or other of the company's purposes. In *Stockton and Darlington Railway Company* v. *Brown*, the appellants insisted upon taking a piece of land, sixty yards in width, beyond what was required for the ostensible purposes of the undertaking, and the respondent objected to part with the land, upon the ground that the company's object was to confer a benefit on some of the influential shareholders who were owners of mineral property in the neighbourhood. The difficulty of supporting such a contention is well illustrated in the case. The coveted land was suitable for the construction of a wharf on the river Tees. The company was not at liberty to engage in the business of wharfingers, and ordinary persons might therefore draw the conclusion that the respondent had, at least, a *primâ facie* case, and that he ought not to be put to prove *mala fides* on the part of the company, but that the latter should have been called upon to satisfy the Court to the contrary. Their Lordships, however,

thought differently. "The company," said Lord Cranworth, "would not be at liberty to employ their funds in engaging in the business of wharfingers, but a wharf *might be* a very useful appendage to them as carriers." Something of the same sort, no doubt, might be said in every case, where a company desired to acquire a strip of land of speculative value, beyond the limits of the actual line. If the land is not wanted for a wharf, the company may think it desirable for many other purposes just as extraneous, and although the owner is pretty well convinced that the real object is illegitimate, it would be almost hopeless for him to attempt the proof of such a case.

Eversfield v. *Mid-Sussex Railway Company*, 3 De G. & J. 286, is the only case that we are aware of in which a landowner successfully maintained such a contention. The plaintiff in that case was the owner of land in the parish of Horsham, through which the railway was intended to pass, and the company had purchased from him by agreement so much of his land as they required for the purpose of constructing their railway. The special Act of the company, incorporating the general Acts, empowered the company, subject to the provisions of the special and general Acts, and to the powers of deviation given by such Acts, to make and maintain the works mentioned in the special Act, and to enter upon, take, and use such of the lands specified in the deposited plans as should be necessary for such purpose. Abutting upon the northern bank of the line was a triangular piece of land belonging to the plaintiff, and of which the plaintiff had given the company temporary possession to enable them to excavate soil to a certain depth to enable them to complete an embankment. The company being desirous of excavating soil for a similar purpose from the land of one Thorpe, had, without the knowledge of the plaintiff, agreed to sell the triangular piece of land belonging to the plaintiff, to Thorpe, in consideration of his granting such leave. The company afterwards served a formal notice upon the plaintiff to treat for the purchase of this triangular piece of land, alleging that it was required for the purposes of their railway. It was, however, admitted by the company's solicitor that the only object of the company in taking the land was to exchange it with Thorpe, and the plaintiff contended that the notice to treat was not a *bonâ fide* exercise of the powers vested in the company by their Act. The Court held that the provisions enabling the company to take and use such lands as were necessary for making and maintaining the line, did not authorise the company to take, compulsorily and permanently, land required only for the purpose of excavating materials therefrom, although within the limits of deviation, and restrained the company from taking steps for having the value of such land assessed. In this case, however, the line itself was actually completed, and the company was honest enough to admit that the plaintiff's piece of land was not necessary for any of the purposes sanctioned by the statute. But more modern special acts will frequently be found to confer power to take all or any land within the limits of deviation, without exposing the company to the demand of a landowner to show that his land is really wanted for any legitimate purpose of the undertaking; and, moreover, the difficulty of a landowner's position is far greater where the line is in process of construction, or not even commenced, because the company has then only to state that its agents consider that the land is required, and they are, to use the language of Lord Cranworth, "the sole judges," in such a case.

Mr. Francis, the legal Vice-Consul at Constantinople, has arrived at Cairo to question the Viceroy, on behalf of the English Government, respecting the two famous iron rams at Liverpool; and a solicitor from Liverpool has also arrived there for the same purpose on behalf of the builders.

EQUITY.

Relative Incapacity.

We have lately given some papers on the subject of the incapacity or disability of certain persons to enter into contracts for sale or purchase, and in particular where the contract or other dealing relates to land.

No person who knows anything of the first principles of law, is likely to forget where there is any *absolute* or general incapacity to contract for the sale or purchase of real estate, as, *ex. gr.*, in the case of an infant, or even in the case of a person *non compos mentis*, a married woman, an alien, or a corporation. But every day practice shows that there is a great risk sometimes in overlooking what may be called merely relative or accidental incapacity where it exists. Amongst the persons who may be regarded as thus (relatively to other parties) more or less incapable of entering into a valid and binding contract with them, are assignees in bankruptcy, executors and administrators, auctioneers and agents, arbitrators, solicitors, trustees, guardians, and all other persons who have a duty to perform which is inconsistent with, or ought to be deemed as opposed to, their own interests as parties to the contract. There have been a great number of cases under these various heads. First, as to dealings in purchase and sale between *attorney and client*. It has been frequently said that an attorney or solicitor is under no positive or absolute incapacity to enter into such a contract with his client, and such indeed is the express rule of law; but any sale to a client or purchase from him would be so hampered with restrictions, and subject to so much risk of defeat, even where there is no dishonesty of intention on the part of the attorney, that there are few cases where it would be prudent for him to have any such transaction with a client, without, at least, the *intervention* in the matter of another legal adviser. If it be afterwards impeached by the client, even, perhaps, after the lapse of many years, the *onus* of proof will be upon the solicitor to show that the contract was really beneficial for the client, and that the solicitor obtained no undue advantage, either because of the knowledge of the property which he had acquired in the course of his employment, or of the pecuniary embarrassment of the client, or of any kind of pressure on the part of the solicitor; and it would not be enough to say merely that the client had the advantage of another legal adviser in the matter, unless it were also shown that the new legal adviser had a proper opportunity of discharging his duty, and intervened *bonâ fide* for the protection of the client. The cases coming under this head have been rather numerous of recent years; but this is a short account of their present result. The following will afford a good notion of all the law relating to the subject:—*Gibson* v. *Jeyes*, 6 Ves. 267; *Thompson* v. *Judge*, 3 Drew, 306; *Savery* v. *King*, 5 Ho. of Lds. Rep. 627; *Greeley* v. *Mousley*, 4 De G. & J. 84; and *Lyddon* v. *Moss*, 4 De G. & J. 109; *Clanricarde* v. *Henning*, 30 Beav. 175; and *Gibbs* v. *Daniel*, 4 Giff. 1.

As to a contract of sale or other dealing of a similar kind between trustee and *cestui que trust*:—the relation of trustee for sale, it has been said, goes the length of creating a positive and absolute incapacity of purchasing the trust property. There are many *dicta* to the effect that, while a solicitor may justify a transaction of purchase from a client, and that each such case depends upon its own circumstances, a *cestui que trust* is always at liberty to impeach and set aside such a purchase which a trustee for sale has made of the trust estate, although the transaction may be, upon its own merits, wholly unimpeachable; and, of course, what he cannot buy on his own account, he is equally prevented from buying as agent for a third party. The reason of the rule is, that the Court will not allow a man to have an interest inconsistent with the duty he owes to another: as purchaser, it will be his interest to buy for as low a price as possible; as vendor, it is his duty to get as high a

price as he can; and although, in particular cases, it might be possible to reconcile self-interest and duty, judges have thought it safer and wiser to lay down the general rule of incapacity, rather than to undertake the difficult duty, in each case, of analyzing human motives of so complicated a character.

There is no absolute rule that a trustee may not purchase from his *cestui que trust*, but the cases show that in effect the rule is all but absolute where the transaction takes place during the actual existence and influence of the relationship: *Downes* v. *Grazebrook*, 3 Mer. 208; *Vaughton* v. *Noble*, 30 Beav. 34.

As to purchases by auctioneers, agents, bankruptcy assignees, barristers, and other persons occupying more or less fiduciary position, see *Barkett* v. *Kaife*, 4 De G. & Sm. 388; *Pooley* v. *Quilter*, 6 W. R. 216; on appeal, *ibid.* 402; *Carter* v. *Palmer*, 8 Cl. & Fin. 657.

REAL PROPERTY LAW.

Constructive Conversion under a Deed.

Last week we considered the effect of constructive conversion under a will. The law is different where the conversion takes place under a deed. Under a *will*, as we have seen, there is no conversion *ultra* the purposes of the will, *however absolute the direction or trust for conversion may be.* So far as there is a failure of the purpose the property goes (*pro tanto*) as if there had been no trust for conversion. In this way, devised land may be constructively converted for some purposes and not for others; and even if there be an actual conversion by sale, so much of the money as will not be required for the purposes of the will will retain the character of realty. But it is different in the case of a *deed;* and the difference arises from the fact that the will speaks from the death of the testator, and the deed from its delivery. The deed converts the property in the lifetime of the grantor; but a will cannot work conversion until the death of the testator. Where a man gives land by a deed, with a special direction to convert, he impresses upon the land, *instanter*, the character of personalty, and makes it, as between his real and personal representatives, personal estate from the delivery of the deed, and, consequently, at the time of his death. That was decided in *Griffith* v. *Ricketts*, 7 Hare, 299. Indeed, it has been held that, notwithstanding the trust for conversion of real estate into personal was not to arise until after the death of the settlor, the property is, nevertheless, impressed with the character of personalty immediately upon the execution of the deed, and so much as is undisposed of results to the grantor as personalty. Upon the principle of these authorities, Vice-Chancellor Wood laid it down in *Clarke* v. *Franklin*, 4 K. & J. 257, that where real estate is settled upon trust for certain specified purposes, and one of those purposes fails, whether the trust for sale is to arise in the lifetime of the settlor, or not until after his decease, the property to that extent results to the settlor *as personalty*, and not as real estate, from the moment the deed is executed. In *Clarke* v. *Franklin* there was a settlement of real estate by deed, to the use of the settlor for life, with remainder (subject to a power of revocation, which he never exercised) to the use of trustees, upon trust to sell and pay certain sums to such individuals named in the deed as should be alive at the death of the settlor, and to apply the residue to charitable purposes, and there the Vice-Chancellor held that, notwithstanding the trust was not to arise until after the settlor's death, the property was impressed with the character of personalty immediately upon the execution of the deed; and that the proceeds, so far as they were directed to be applied to charitable purposes, resulted to the settlor as personalty.

The same rule applies to the converse case of personalty directed by *deed* to be converted into land. The money, immediately upon the execution of the deed, assumes the quality of real estate, and the rights of the parties under the deed are to be determined as if, in fact, conversion had taken place, although some of the purposes of the deed may fail to take effect. This is the distinction between conversion under a deed and under a will:—Where it takes place under a will it operates no further than is necessary to give effect to the purposes of the will; but where it takes place under a deed, and some of the purposes fail to take effect, the property results to the settlor in its converted state, and (even though the trusts of the deed are not to come into operation until after his death) it will have the same descendible quality.

In one case, however, there is the *same* result, whether the conversion be directed under a deed or a will. We have seen that, where the purpose of the testator in conversion *wholly* fails, the direction to convert has no effect at all, but the property goes as if there had been no such direction (if land, to the residuary devisee or heir-at-law, and if personalty, to the residuary legatee or next of kin). The result will just be the same where there has been an *entire and immediate failure* of the purposes for which conversion is directed by a deed, *i. e.*, an entire failure *from the moment of the delivery of the deed.* In such a case a court of equity will consider the grantor as not having directed the conversion—*ex. gr.*, if the settlor in *Clarke* v. *Franklin* had given the whole of the proceeds of his land, instead of a part only, to charitable purposes, the Court would have regarded it as if no conversion had been directed, and the property would have resulted to the grantor as real estate, and, as such, upon his death, descended to his heir: *Ripley* v. *Waterworth*, 7 Ves. 435, and see per V. C. Wood, 4 K. & J. 265.

Another rule closely connected with this, of conversion, whether under a deed or a will, must not be forgotten. Take the case of a devise of land on trust for sale, and the produce to be divided between the devisor's two younger sons, and both survive the devisor, they would be entitled to the produce of the sale of the devised land in moieties; and if one of them were to die soon after, without doing anything in reference to the property, his money would go, in its converted state, as money, to his personal representative or next of kin, even though the land remained unsold. But he and his brother might *elect* to take the property in its actual state—*i.e.*, as land—and, as it were, to make a kind of constructive re-conversion. In that case the land, upon the death of one of these two younger sons, would descend to his *heir;* and such election might not only be made by express declaration, but may be presumed by the Court from the acts of the parties, as, *ex. gr.*, if instead of a sale for the purpose of a division between the two younger sons, there was a partition between them, or if they lived for some years after they became entitled to the land, dealing with it as land, and taking no steps for its sale under the trusts for conversion. In the same way, where a person absolutely entitled to money directed to be laid out in land, receives the money from the trustees, he elects to take it as money. See 1 Wh. & Tu. 556; *Brown* v. *Brown*, M. R., 12 W. R. 506, where the question of election, as applicable to such cases, is sufficiently discussed.

Where there is only one person entitled to the produce of land directed to be sold, or if there be more than one, yet where all agree to retain it unconverted, and either to partition it among themselves, or to retain it in undivided shares, there is nothing to prevent them doing so. But suppose there are several persons entitled to the land, subject to a trust for conversion, no one or more of them can force a partition against the will of the others. No one or more can elect to take his or their shares in land unless the others elect to take their shares also in land, because that would be prejudicial to the sale of the whole. But, *e converso*, if money be directed to be laid out in land to the use of several persons as tenants in common, it has been held that any one of them may elect to take his share of the money as money, it being assumed that the residue of the money might be as well invested in the purchase of land as if the whole of it were to be so invested: 1 Wh. & Tud. 553.

SHIPPING LAW.

HYPOTHECATION OF CARGO.

Duranty v. *Hart*, P. C., 12 W. R. 628.

The general rule, governing the law of agency, that the extent of the agent's authority is (as between the principal and third parties) to be measured by the extent of his usual employment, has a large scope in the case of the master of a ship. Compelled frequently at a distance from the owners of the ship, and the consignees of the cargo, to provide for the safety and progress of the property in his charge, at places and under circumstances unforeseen and of unexpected difficulty, he becomes by reason, no less than by custom, invested with the largest powers over both ship and cargo, and also over the freight. If the vessel is in want of repairs, he may borrow money on the security of it. If he cannot so borrow, he may sell the ship itself. It is questionable, indeed, whether that power is given by the general maritime law, and, at one time, the power was contested in the Admiralty Court of this country; but in later times, the Court, feeling the expediency of such a power of sale would, in the language of Sir William Scott (Ed. Ad. Rep. 119), "strain hard to support the title of the purchaser." "Suppose," said the same judge, "a ship in a foreign country, where there is no correspondent of the owners, and no money to be had on hypothecation to put her into repair. Under these circumstances what is to be done? The ship may rot before the master can hear from his owners; and therefore, if the necessity were clearly shown, and full proof that everything was done *optima fide*, and for the real benefit of the owners, the Court might be disposed to sustain a purchase so made." The question practically is not so much what is the extent of the master's authority, as what limit can conveniently be put to it for the protection of absent parties. In the hands of a careful and honest master, neither the owners nor the consignees could prudently seek to restrict his power of hypothecation. But the situation is one which leaves a wide opening for improvidence and fraud. The difficulty which the Courts have felt is, how to discourage them by such an application of the maxim that "necessity is the vital principle of hypothecation," as will not tend to fetter maritime trade. Misconduct, however, of the master, is not the only evil from which owners and consignees require to be guarded by the law. Between their position and the position of the lender, there is an inequality, which, without any actual dishonesty on his part, gives him an advantage over them, inasmuch as he obviously has better means than they of protecting his own interests. These considerations influenced the Judicial Committee in upholding the judgment of Dr. Lushington (11 W. R. 547) in the present case.

The right of the master at a foreign port to hypothecate the cargo, in case of necessity, for repair of the ship, was established in 1801 by the judgment of Sir William Scott, in the case of the *Gratitudine*, 3 Rob. Ad. Rep. 240, given after a very full argument and time taken for deliberation. There were in that case special circumstances, which there is no occasion further to mention, as the argument and judgment were avowedly general. It was contended for the owners of the cargo that the master had no right to bind them in any case—upon this ground, that although he was the agent and representative of the ship, and by virtue of that relation might bind the ship and its owners, he was not the agent of the proprietors of the cargo, and therefore could not bind it. He was the mere depositary and common carrier, as to the cargo, and the whole of his relation to the goods was limited to the duties and authorities of safe custody and conveyance. But Sir William Scott held that while that was true in the ordinary state of things, yet in cases of instant and unforeseen and unprovided necessity, the character of agent and supercargo was forced upon the master by the general policy of the law. He might throw overboard any part, or even, in case of extreme danger, the whole of the cargo. By the general maritime law he might bind the cargo for ransoming. Under certain emergencies he might decide on selling the cargo rather than transhipping it. The master might so act not only for the immediate benefit of the cargo, but also for the repairs of the ship. Repairs were for the common benefit of both ship and cargo. If the cargo were not instantly perishable, the master was not bound to tranship. Not being bound, and it not being shown that he had the opportunity of transhipment, he must look out for the means of repairs. A foreign lender might object to the security of the ship alone. The repairs might be immediately necessary. The master must, of necessity, either sell a part of the cargo, or hypothecate the whole. His power to sell part was established by the authorities. He could not sell the whole, because it could not be for the benefit of the cargo that the whole should be sold to repair a ship which was to proceed empty. But the hypothecation might be of the whole, because it might be for the benefit of the whole that the whole should be conveyed to the proper market. So in the *Lord Cochrane*, 2 Wm. Rob. Ad. Rep. 320, where it was contended that the vessel should have been sold and the cargo transhipped, Dr. Lushington, considering that the measure of the necessity must be governed by the degree of damage which had been done, and the extent of the advances which might be required for the repairs, held the doctrine of law to be, that persons who advance money upon bottomry, whatever might be the amount which they undertook to advance—however they might look, in the first instance, to the value of the ship and freight—were fully entitled, if they thought fit, to demand the additional security of the cargo; and, accordingly, he decided in favour of a bond given at Pernambuco upon the ship, freight, and cargo.

Under the influence of these authorities, a bottomry bond on ship and cargo, the bond being given in Sweden, and the owner of the cargo living at Hull, was, by the same judge, decided to be valid (the *Bonaparte*, 3 Wm. Rob. Ad. Rep. 298), where the judgment embraced two important points. It was objected that the bond was invalid by the law of Sweden; but the Court was of opinion that the validity of the bond must be determined upon the general maritime law, and not by the municipal law of the country where it was granted, so far, at least, as any question arose upon the obligatory effect of the bond on persons not being Swedish subjects. The other point, which was similar to the point in the principal case, was, whether, under the circumstances of the *Bonaparte*, the law required that the master, as a matter of necessary obligation upon him, should have made a communication to the owner in England of the cargo. The circumstances, briefly, were that the vessel, in her voyage from Gottenborg, in Sweden, to Hull, with iron and deals, proceeded to Stromstad, in Sweden, and there was found to be so much damaged in hull and rigging as to require repairs to complete her voyage. The cargo was discharged, and the vessel docked. On arriving at Stromstad, the master went to the shipowners' residence, about sixty miles off, who, having no ready cash, instructed him to borrow at Stromstad, on bottomry of the schooner, cargo, and freight. He did so: a bottomry bond, taken up in the same province of the same country in which the shipowners reside, being valid by Swedish law. Under these circumstances, then, Dr. Lushington saw nothing which showed that the master knew in whom the property of the cargo was. There was no decision which rendered it necessary that a communication with the cargo owner should be made by the master, and the Court did not perceive that the circumstances particularly required it. It was exceedingly desirable, as said in the *Gratitudine*, that application should be made to the consignee of the cargo where it was practicable; but it had never been laid down by the Court that there was an absolute necessity of making such communication. It might, undoubtedly, be expedient to do so, to take away all

suspicion of fraudulent intention on the part of those concerned in the bottomry transaction. On appeal, the decision, as to communication, was reversed. The Lord Justice Knight Bruce, who delivered the judgment of the Appeal Court, saying "That it is an universal rule that the master, if in a state of distress or pressure, before hypothecating the cargo, must communicate, or even endeavour to communicate, with the owner of the cargo, has not been alleged, and is a position that could not be maintained, but it may safely, both on authority and principle, be said, that in general, it is his duty to do so, or it is his duty in general to attempt to do so. If, according to the circumstances in which he is placed, it is reasonable that he should—if it be rational to expect that he may obtain an answer within a time not inconvenient with reference to the circumstances of the case—then it must be taken upon authority that it is the duty of the master to do so, or, at least, to make the attempt," 8 Moo. P. C. C. 473.

In the principal case, a Hamburgh schooner, laden from San Juan de Nicaragua, with Brazil wood, India-rubber, and indigo for Liverpool, put into St. Thomas for repairs, on the 25th April, 1861. Her value was 2,000 dollars; the cost of the repairs, 4,820 dollars. The shipowners refused assistance. The repairs were completed on the 5th of July, and the master, having advertised for a loan, gave on the 24th, a bond on the ship, cargo, and freight, for an advance, at a premium of 33⅓ per cent., of 7,592 dollars. Two objections were made to the bond—first, that looking to the largeness of the loan in comparison with the value of the ship, the master ought to have transhipped; but the Court of Appeal held, as the court below had, that the master was not bound to tranship; his first duty was to carry his cargo to its destination in the same bottom. The second was that the master ought to have communicated, or attempted to communicate, with the owners of the cargo in England, and have waited a reasonable time for instructions. As to this point, on the facts, in the appeal court's view, that the cargo was not rapidly perishable, the consignees were three London Houses, the master had the means of obtaining their addresses, the postal communication between St. Thomas and England was fortnightly, the Court, on the authority of the *Bonaparte*, confirming the decision of the Admiralty Court, held that there was no hardship in requiring that a lender about to advance a large sum of money should inquire of the master whether he had communicated or made an attempt to communicate to the owners of the cargo the circumstances of his distress, and what he proposed to do in regard to their goods. Accordingly there was no relief against the cargo. "The question whether a master must communicate or not, is one which can only be decided by the circumstances of each particular case:" such was the general conclusion of Lord Chelmsford, who delivered the judgment of the Court of Appeal. If regard be had to the frequent and rapid communication in the present day by the post and telegraph between distant places, the tendency of this doctrine of communication, which first took a definite shape in the *Bonaparte*, must be to put the master's power over the cargo upon the footing of a special rather than a general agency. It is not easy to see how a lender on a bottomry bond, including the cargo, can content himself with the bare inquiry, whether the master has communicated with the owners, and waited a reasonable time for an answer. The substance of the communication, and of the answer (if any) to it, would be the best evidence of authority to hypothecate the cargo. What if the master do communicate and receive an answer, but act in excess of or contrary to the instructions contained in it; will not the doctrine, by a ready extension, raise the question, why did not the lender ask to see the instructions? Foreigners will hesitate to lend on English bonds in such a special, not to say narrow, state of this branch of shipping law. In the choice between the evils of an abuse by the master of general powers, and the embarrassment of a special agency, experience must decide whether the law of the Judicial Committee, or some statute law in modification of it shall ultimately prevail, as one more conducive to the welfare of shipping.

COMMON LAW.

Caveat Emptor.

In our last two numbers we have considered the effect upon a contract for sale of positive misdescription of the subject of the contract, and the result is that where there has been an actual misrepresentation of any importance, either in point of fact or in point of law (though it be unintentional), it affects the contract and the vendor's rights under it; and may affect it even to the extent of avoiding it altogether, both at law and in equity. But it is not enough that the particulars should be true in fact and correct in law, as far as they go. They may also be faulty by reason of omission. They may omit to state something which the purchaser ought to be made acquainted with. There may be a *suppressio veri* as well as a *suggestio falsi*, which would have the like effect upon the contract. The vendor is bound to mention in the particulars any matter affecting the contract, of which the purchaser has not *notice*. Thus, for example, if a right of sporting was reserved over the estate offered for sale, and the fact was not stated, *it* would vitiate the contract. So would a right of common, of pasture, or of turbary or estovers, because it would be a charge upon what was actually sold, and would diminish its value. The inheritance would in fact be *minus* a portion. So would an undisclosed right to dig for mines, so an undisclosed liability to repair the chancel of a church; and, as a rule, all rights of way and other easements of that kind ought to be mentioned, except indeed where there would be no difficulty in showing that the purchaser has notice of them, or they are so *patent* as to be of themselves notice. In respect of them there is the well known rule of *caveat emptor*, according to which the purchaser would have no relief in respect of an easement which was patent—as rights of way frequently are. Thus, in *Oldfield* v. *Round*, 5 Ves. 508, where a meadow was sold to the owner of a house, and ground adjoining, without any mention of a footway round it, and another across it, which unquestionably lessened its value, the purchaser was held bound to complete the contract, upon the ground that if he had used ordinary caution he would have discovered the easement. But the maxim *caveat emptor* cannot be relied upon by the vendor where a representation on the matter in question has in fact been made, or where there has been on the part of the vendor any warranty or active deceit.

The doctrine of *caveat emptor* is common to both courts of common law and of equity, and is, of course applicable in sales of chattels just as much as in sales of real estate. Indeed, it receives most frequent illustration in cases before courts of common law, relating to ordinary mercantile transactions. As a rule, a fraudulent or intentional concealment of the truth, gives a right to the party injured to maintain an action for deceit, and at common law there exists the same distinction as courts of equity have recognised, in respect of defects in the property sold which are obvious and discoverable upon proper examination, and defects which are not so. At common law as in equity no vendor is obliged to point out the former to the purchaser, as it is his duty to examine for himself. But where the defect is secret, and the vendor knows that the purchaser is deceived, and intentionally allows him to remain so, the vendor will be responsible in an action for deceit; and even where the defect is patent, the vendor will be equally responsible, if, by his representations, he prevents the purchaser from making an examination, or takes any measure to conceal the defect. The relative duties of the purchaser and vendor in mercantile cases are frequently defined by the customs of particular trades;

and questions of this kind—turning, as they do usually, upon the conduct of the parties rather than upon the construction of written contracts and involving disputed matters of fact—generally require the intervention of a jury, and are mostly decided at *nisi prius*. The law applicable to such cases is clear enough, and, as we have already mentioned, is the same on both sides of Westminster Hall. In the last edition of Mr. Addison's Treatise on the Law of Torts, pp. 746-756, will be found a good summary of it.

The most recent important case on the subject of misrepresentation by concealment was *Wood* v. *Majoribanks*, 7 Ho. of Lds. Cas. 806. There the subject of sale was an advowson. The living itself had been mortgaged to the Governors of Queen Anne's Bounty, for money advanced to repair the parsonage house. The sale was by private contract, and the existence of the mortgage was not disclosed to the purchaser. He discovered it after the contract was signed in making a search at the offices of Queen Anne's Bounty. He, therefore, refused to perform the contract, and the suit was for the purpose of compelling him to do so; but no case of fraud or wilful concealment was made against the vendors. The case was rested wholly upon their *silence*, and the question was, whether it was justifiable. Under these circumstances, the House of Lords, confirming the decisions of Vice-Chancellor Stuart and the Lords Justices, held that the purchaser was bound to perform his contract, because it was for the sale of an advowson, and not of a next presentation to the living; and it was the living, and not the advowson, which was subject to the mortgage, and the vendors were able to make a title to what they had actually sold, which was all that was requisite.

The last-mentioned case—*Wood* v. *Majoribanks*—is a good illustration of the necessity of regarding the peculiarities of real estate, specially as a subject of contract, Wherever the thing to be sold is an incorporeal hereditament, it becomes, of course, all the more necessary, by previous careful inquiry, to ascertain what it is exactly that the vendor has to sell, and what it is intended to give to the purchaser under the contract. Thus, suppose that it is (or is supposed by the vendor) to be a manor. Before the proposed vendor enters into any contract for its sale it would be advisable for him first to make himself quite sure that he has a *manor* to sell. Perhaps it would properly be described only as a reputed manor, or, perhaps, there has been an actual suspension of the manor by a temporary separation of all the domains from the seigniories. On the other hand, supposing that he really has a manor to dispose of, a contract for its sale might have the effect of passing to the purchaser more than the vendor intended, if he took no care beforehand to ascertain fully all that properly belonged to it. Sometimes an advowson, or allotments, made to the lord upon inclosure of wastes, form (by operation of law) parcel of the manor without the lord being aware of it, so that, in the case we are supposing, the ordinary words of conveyance would pass to the purchaser property which the vendor never intended to pass by the terms of the contract.

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR).

April 13.—*Ex parte Johnson.—Re Johnson.*—This was an appeal by the bankrupt, a solicitor, from an order of Mr. Commissioner Fane, absolutely refusing him his order of discharge, on the ground that he had vexatiously defended an action. It appeared that the bankrupt had been employed by a person named Kitty Stewart to bring an action for her, which resulted in a verdict for £37. The costs amounted to upwards of £50, and Johnson eventually compromised the damages and costs for a sum of £50, which he retained for his own use. Miss Stewart then brought an action against Johnson, in which she claimed £40 for his wrongfully settling the action. Johnson denied any liability beyond £10, and the jury gave a verdict for £20. It was in respect of this defence the Commissioner refused the bankrupt his order of discharge. After some discussion,

The LORD CHANCELLOR said he was of opinion that the ground upon which the Commissioner's order was based could not be sustained. With that declaration the matter must be referred back to the Commissioner, and the bankrupt would take back his deposit, and have protection in the meantime.

(Before Vice-Chancellor Sir R. T. KINDERSLEY).

April 14.—*Harding* v. *Tingey*.—This case came on upon a general demurrer, and also upon two motions (which were taken together) to commit for breach of an order of the Master of the Rolls to restrain selling, or offering, or advertising for sale certain property near Blackheath. The demurrer was of an extremely technical nature, and his Honour was of opinion that it must be allowed on the dry ground that there was, in fact, no offer to redeem. As to the motion to commit, it appeared that, when the defendant was served by the solicitor's clerk with the Master of the Rolls' order, he had given instructions to the auctioneer to advertise for sale, and the clerk proceeding to Mr. Clarke's (the auctioneer's) office in Moorgate-street, found that the advertisement had already been sent to the *Times* office and *Daily News*. It was then about eleven o'clock a.m., and the auctioneer considered that, having been sent, it could not be recalled; but it appeared by the affidavit of a gentleman, connected with that establishment, that if notice was sent before two o'clock, the advertisement could have been withdrawn. The defendant subsequently instructed the auctioneer to put a stop to the proceedings for sale, and he inserted an advertisement to the effect that the sale was postponed. Under these circumstances the question was, whether what had been done was a breach of the order.

The VICE-CHANCELLOR said that matters of this kind were *strictissimi juris*, and the utmost diligence should be used. It appears to me that the defendant, on service of the notice, ought immediately to have sent to put off the sale entirely, and neither he nor the auctioneer had used that extreme diligence they were bound to exercise. There had, therefore, been a violation of the order, and, as in such cases, although a commital was asked, the Court never ordered it, the defendant must pay the costs of the motion. It was rather hard as regarded the auctioneer.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

April 14.—*In re H. A. Wildes.*—The bankrupt was an attorney, of Maidstone. This was an adjourned examination meeting. The claims of unsecured creditors are returned at £10,739; creditors holding security, £33,359; creditors to be paid in full, £30; against good, bad, and doubtful debts, £1,191; property given up, £70; ditto, in the hands of creditors, £24,506; deficiency, £1,836.

Mr. *C. E. Lewis*, for the bankrupt, asked for an adjournment, as the bankrupt had not been able to complete a cash and deficiency account which he had been required to furnish, and the delay partly arose through the bankrupt not having been able, for about three weeks after the order was made, to obtain access to certain books which were in the possession of his former partner, Mr. Whitehead. The bankrupt, who was clerk of the peace for the county of Kent, had also been deeply engaged in his official capacity, two sessions and the assize having intervened between the date of the order for the accounts and the present time. He (Mr. Lewis) understood that it was Mr. Linklater's intention to ask for an adjournment *sine die*, but that course would be a very harsh one, and he hoped the Court would not listen to the application.

Mr *Lawrance*, for the assignees, did not think that an adjournment *sine die* was necessary or advisable.

Mr. *H. Linklater*, for the creditors, denied that the books had been withheld by Mr. Whitehead, but the bankrupt wished not only to have access to them but also actual possession of them. His (Mr. Linklater's) clients were extremely dissatisfied with the delay, and pressed for an adjournment *sine die*.

The COMMISSIONER thought that, under all the circumstances, an adjournment *sine die* was not necessary, and the meeting would be adjourned for six weeks.

Adjourned accordingly.

CENTRAL CRIMINAL COURT.

(Before the RECORDER.)

April 11.—George Bayfield, 46, agent, remanded from last sessions, stood indicted for unlawfully obtaining by false pre-

tences from James Pullen a certain valuable security—to wit, a bill of exchange for £150, with intent to defraud.

The circumstances of this case were brief. The prisoner went to Mr. Bullen, who is a solicitor at the Cloisters, Temple, and represented that he was the agent for Mr. Arundell, and that he could get a bill discounted. Upon the belief that the prisoner made a faithful representation, the prosecutor gave him a bill for £150, which was never returned, and it subsequently transpired that the prisoner was not an agent for Mr. Arundell.

The prisoner was found guilty, and was sentenced to be imprisoned and kept at hard labour for nine calendar months.

MANCHESTER ASSIZES.

Her Majesty has ordered that the assizes and sessions holden under commissions of gaol delivery, and other commissions for the despatch of civil and criminal business for the county palatine of Lancaster, heretofore holden at Lancaster and at Liverpool, shall hereafter be holden on the same circuit at Lancaster, Liverpool, and Manchester, in the said county palatine; that the said county palatine shall be divided into three divisions, which shall respectively be called the "Northern Division," the "West Derby Division," and the "Salford Division;" that the said Northern Division shall include the whole of the hundreds of Lonsdale, Amamderness, Leyland, and Blackburn; the said West Derby Division the whole of the hundred of West Derby, and the Salford Division the whole of the hundred of Salford; and that various rules and regulations shall be enforced regarding gaols, the attendance of jurors, &c., within the said divisions of the county.

GENERAL CORRESPONDENCE.

The Inns of Court Examinations.

In the name of common sense, why should the Inns of Court be suffered to have it in their power to call men to the bar without ascertaining that those upon whom they confer the degree of barrister-at-law have the learning and knowledge necessary to enable them to act with justice and fairness towards those who intrust their affairs in their hands. In Hilary Term last, the Benchers of the Inns of Court, at last aroused, in a measure at any rate, from their lethargy, have made it compulsory upon all students to undergo an examination in classics, general history, and the English language; but they are still to be eligible to be called to the bar, upon either one year's attendance upon lectures, or passing a year in a barrister or pleader's chambers, during the whole of which time he may be asleep, smoking his cigar, reading popular novels, or going to Ascot, Epsom, &c., &c., as the case may be, and at the end of the year's attendance upon the course of lectures, or attendance in chambers, &c., &c., knowing no more of English law than the Japanese or Chinese. Is not this a disgraceful state of things, and one which the public, as much as any one, is interested in putting an end to? What evidence, under the present state of things, has the attorney that the barrister to whom he intrusts his brief has any proper knowledge of his profession? Besides, why, again, in the name of common sense, should the bar be the one solitary exception to all other professions and places of public emolument in the country? What can there be about legal studies which distinguishes them from other forms of knowledge and intellectual acquisition? If clergymen are wanted we examine them. What would be thought of a proposition for admitting all candidates to Holy Orders who had partaken of twenty dinners per annum in a particular building specially devoted to so sound a purpose as a gastronomical test. The arrangement might answer, but as an evidence of theological acquirement, it would certainly break down. So in medicine. Would the public willingly dispense with the security afforded to us by the examinations at Apothecaries' Hall, at the College of Surgeons, and at the College of Physicians? In the Navy officers are examined if they wish to qualify for appointments in the steam marine, and in the Army candidates for commissions, even in the line, must submit to certain inquiries into their intellectual fitness for discharging the duties of their rank. To draw the analogy still more closely, attorneys are examined, and very strictly examined; but barristers go free. There can be no foundation in reason for such a distinction, and the sooner it is abolished the better, not only in the interest of the public, but of the barrister himself. It may be a great hardship that a young man who has spent the whole of his life from his fourteenth to his twenty-fourth year in the process of education should again be called upon to submit to examination, but the answer is, that no blame must be imputed to the elder professors of law if candidates for admission into their mysteries may have chosen to spend the earlier portion of their lives in submitting themselves to tests of intellectual qualification in other pursuits. When the question is as to mortgages and contingent remainders, it is of little avail that a man should have been examined many times at Oxford in the Scholiasts upon Aristophanes, or at Cambridge in differential calculus. There is simply no kind of connection between the two cases. In the interest of the young barrister himself, of the man who has no attorney connection—nothing, in short, but his own merit and his own exertion upon which he may rely—we can conceive no more fortunate circumstance than that an opportunity should be given him for displaying his capacity and talent at the very outset of his career. At present there is nothing for it but a friendly attorney or to write a book. The friendly attorney must remain a constant quantity while bar arrangements remain what they are; but surely the notoriety obtained by gaining the first prize in an examination as to general legal capacity when the period of pupildom has just expired, must be of far more value than any reputation which can be gained as the author of a legal treatise. Really good works on law and jurisprudence are few, very few, in number, while, with regard to mere compilations, digests, and reports, they are so numerous that authorship, as far as they are concerned, has ceased to be of any real value. The highest plan in a well-organised legal examination, conducted as university examinations are conducted, with honours for students who aim at high attainment, and more ordinary degrees for those whose purpose may be answered by a common "pass" must be of vast importance to a young man. The examination itself would give a totally different tone to the profession in the course of a few years, and help to produce a roll of learned jurists who should regard law, not as a mere question of bread and cheese, but as an intellectual pursuit to be entered upon and adhered to with loftier views and with more worthy objects. There is one point which I think has not been sufficiently insisted upon. It is a great mistake to suppose that a large proportion of those whose names are enrolled upon the bar list of England ever intended to practise the law as a profession. Those persons, therefore, who object to the introduction of examinations on the ground that they would not, in all probability, produce a better crop of practising barristers than the present voluntary system, establish but little even if they succeed in establishing their point. The English bar has for a long time been a nursery for aspirants in the various branches of the civil service. The most usual clause in an Act of Parliament, requiring certain appointments to be made, is that they be given only to barristers of a certain standing. Under the existing arrangements, the qualification is a mere mockery, but it might be made something very different if all candidates were required to give proof of diligent study in various branches of law and jurisprudence before they were admitted to the honorary and honourable decree of barrister-at-law. Finally, I would warn the bar of England that the only way they can avoid the result they seem most to dread—namely, that the attorneys should oust them from their honours, is by giving plain proof of superior education and attainments. If they are to be held as worthier than attorneys they must show themselves to be so, by raising their own standard of education and intelligence.

A Law Reformer.

The New Budget—Stamps on Policies.

May I be allowed to call attention to one of the alterations proposed by the Chancellor of the Exchequer in the stamp laws? I allude to his intention to charge the sum insured by a policy with as much settlement duty as if it were a realized sum. This proposal is, in fact, to get rid of a decision of the judges of the Exchequer in 1854, and to impose a payment which is manifestly unfair. The judges decided that a policy was a promise to be fulfilled at a future date, and that it could not be intended that the like amount of settlement duty should be payable on the settlement of the policy as on a capital sum actually in hand, adding, "the policy might not be worth a hundredth part of the value on which the duty would be charged."

It will be obvious to you that there is no reason why a young man settling a policy for £1,000 on his marriage should pay the same stamp as if it were cash in hand. It is a promise dependent on the payment of an annual premium, and of no avail if the premium is not paid.

These constant alterations in the stamp laws for small benefits to the revenue are fraught with the greatest public incon-

venience. The public cannot understand, and it is difficult even for lawyers to know, what the stamp law is. Scarcely a year passes without some new law making an alteration in that which should be simple and clear. This is a practice which has grown of late years, and it is most inconvenient.

April 9. A SOLICITOR.

DOWER.

Simons and Poxon were seized in fee in equal moieties of a close of land. Some time ago Poxon purchased of Simons his moiety, and paid him the purchase-money, but no contract was signed nor conveyance made. Simons has recently died *intestate*, leaving a widow to whom he was married long since the Dower Act. Poxon is now anxious to obtain a conveyance of Simons' moiety. Simons' heir-at-law, knowing the facts of the case, is willing to convey the same without any consideration. Is Simons' widow entitled, under the circumstances, to dower out of the moiety? if so, her concurrence will be necessary. An answer in your next week's paper will oblige, J. T. S.

Louth, April 11.

APPOINTMENTS.

Mr. GEORGE HENRY KNAPP FISHER, of No. 84, Basinghall-street, has been appointed a commissioner of the Supreme Court of South Australia for taking affidavits in England relating to matters depending in the said Supreme Court.

A vacancy has occurred in the chambers of the Master of the Rolls, in consequence of the death of Mr. Whiting, chief clerk.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Monday, April 11.

THE CHARITABLE ASSURANCES ENROLMENT BILL.

Lord CRANWORTH moved the second reading of this bill, the object of which was to extend to a further period of two years the time of enrolment for charitable assurances. Within the last two years 1,146 more deeds had been enrolled than before, and there was a continual progress of enrolment going on. He also proposed that where the original deeds had been lost, as was often the case, and, therefore, where it was impossible to enrol them, but where new trustees had been appointed under the old deeds, but not within a period of thirty years, the enrolment of the new deeds should be as effectual as that of the original deeds.

The LORD CHANCELLOR suggested that it would be necessary to ascertain beyond doubt that the original deeds had been lost, and sufficient time should be allowed to elapse before the right proposed by the bill could be exercised.

Lord REDESDALE thought that the time in which deeds might be enrolled should not be extended beyond one year. Under the first bill one year was given, then two, and now it was proposed to give two years more. If they went on in that way they would never come to an end.

The bill was then read a second time.

Tuesday, April 12.

PUNISHMENT OF RAPE BILL.

The MARQUIS OF WESTMEATH, in moving the second reading of this bill said, the frequency of the crime to which the bill referred, particularly in the manufacturing districts, had induced him to bring forward the present measure. He now proposed by the present bill to give power to the judge, where more persons than one were concerned in the crime, to order the infliction of corporal punishment, and if that punishment were inflicted, so that it might be known to those who were not in the habit of reading the newspapers, so much the better. He begged to move the second reading of the bill.

Earl GREY could not but think that the fault lay not in the law but in the inequality, and in many cases the scandalous insufficiency of the sentences passed by the judges. He did not think it would be an improvement to make any alteration in the law, the effect of which would be to transfer the decision from a highly educated judge to a less educated jury; but the judges ought to meet together to lay down some common rule of action in order to establish greater uniformity in the administration of the law.

Lord WENSLEYDALE said that last year he had ventured to propose that the Lord Chancellor should write to the judges and ask them to meet together in order that they might come to some common understanding in regard to the sentences which should be passed in cases of a similar kind. Objections were taken to that course, but he agreed as to the want of uniformity, and the lenient sentences which were now frequently passed were a scandal and a disgrace that ought to be put an end to. He thought it highly desirable that the judges should agree to some common principle in passing sentences.

The LORD CHANCELLOR said that the subject was one of very great difficulty. He felt unwilling to take the course suggested by his noble and learned friend. If he called upon the judges to define the law with a view of limiting their discretion, he should be calling upon them to do that which would be better performed by an enactment of the Legislature.

Lord CRANWORTH said that the bill was open to many objections. The judges were necessarily entrusted with almost unlimited discretion, but the noble Marquis proposed to add a new element of uncertainty, and a new element of difference, in the sentences of the judges. Since the abolition of capital punishment in so many cases, there had been a gradual system of inflicting too lenient punishments in ordinary convictions. He remembered, thirty years ago, his noble and learned friend on the cross benches (Lord Wensleydale), remarking that the effect of taking away capital punishment would lead to the diminution of punishment all down the scale. Unfortunately that prediction had turned out to be too true, and it was a great misfortune, in his opinion, that punishments were not more severe in many cases than they now were. He could not, however, concur in the proposal that the judges should meet and lay down any general rule, because crime admitted of such an infinite variety of shades of guilt, that it was impossible to say beforehand what the punishment on any given offence ought to be. The only way in which punishments would eventually be more uniformly inflicted would be through the agency of public opinion. He saw no other means of arriving at that result.

The bill was then read a second time.

HOUSE OF COMMONS.

Friday, April 8.

THE BANKRUPTCY ACT, 1861.

Mr. MOFFATT, in rising to call attention to the working of the new Bankruptcy Act, said the House could hardly be aware of the strong feeling which existed throughout the country in regard to the present unhappy working of the new Bankruptcy Act. Since he had given notice of a motion on the subject, his table had been covered with notes, letters, and communications exposing the gross frauds which the Act encouraged, and offering suggestions for amendments which might be usefully considered by a committee. The aggregate transactions affected by a law of bankruptcy were of such magnitude, that they were only to be expressed by hundreds of millions. Some statisticians estimated that the amount of insolvency in England annually exceeded £50,000,00 sterling. That was a tax borne exclusively by the mercantile classes, and all they asked of Parliament was, not to increase the burden by such a mischievous bankruptcy law as that which now governed the relations of debtor and creditor. One would have supposed that the first duty of the Government would have been to make the bankruptcy law more perfect than any other portion of the commercial code, instead of which the country had had to sit down under a law so inoperative and so prejudical, that it was evaded whenever it was possible. Creditors had rather submitted to be wronged or robbed by their debtors than avail themselves of the law that had been in operation for the last twenty years. In 1859–60 the first law officer of the Crown gave his attention to this subject, and denounced the cost and delay of the then existing system. In 1858 the total amount proved on bankrupts' estates was £8,200,000. The amount received by official assignees was £1,800,000, while the amount of dividend declared was only £983,000, or about 2s. 4¼d. in the pound on the proved debts. In 1860 the amount of debts proved was £4,479,000; the amount received by official assignees was £1,249,000; and the dividend declared was only £590,000, or about 2s. 7¼d. in the pound. Under the new Bankruptcy Act the number of bankruptcies had enormously increased. In 1858 the number of insolvent debtors who passed was 3,300, and of bankrupts 1,280. In 1860 2,820 insolvent debtors and 1,430 bankrupts passed. But there were now about 10,000 (say 9,663) persons who obtained quittance from their pecuniary liabilities, of whom about 7,000 paid not one farthing of dividend. The amount which

came into the the hands of the official and trade assignees was about £650,000, and the total assets were about £616,000. The new Bankruptcy Act came into operation in 1861. He had shown what its results had been in regard to the receipts of money, and he had also shown that it had been very prolific in bringing a vast number under its operation that were not intended to be there. When both results were placed side by side there was the most complete and satisfactory proof that the Bankruptcy Act as it now stood had better be eliminated from the statute book. If the Legislature could produce nothing better than this it would be well to leave the trade and commerce of the country to shift for themselves. The only thing then a man would have to trust to would be the character of him with whom he did business. That w as really very much the case at present. If the creditor demurred to the terms proposed, the debtor replied, "If you don't accept I will go into the Bankruptcy Court;" and it was remarkable that out of the 9,000 who had gone into that court, only 700 had gone in on petition of the creditors. The new Bankruptcy Bill, as brought into the House, had, he thought, very great merits. It was laid on the table, and amended after due consideration. It was a very great improvement on the old bill. It grappled boldly with the question of the bankrupt's property. It gave every facility for agreements out of court; it had the great merit of clearing the gaols of insolvent debtors; it assimilated proceedings in insolvency and bankruptcy. It proposed a machinery by which all that it proposed would have been effected. After much discussion the bill left that House and went to another place. There it shared something like the fate of the man who journeyed from Jerusalem to Jericho. All that made it effective—the chief judge and the High Court of Bankruptcy—had been cut out of the bill, and all the old machinery was left. The consequence was as he had described. The new law proposed to deal very equitably in matters of trust deeds. What now took place was this:—The debtor, finding it to his advantage to come to some arrangement with his creditors, prepared a list of what he was pleased to call his debts and assets, and put it into the hands of his solicitor, saying, "This is an account of my debts and assets; I have spoken to So-and So, and So-and-So, and they agree to accept my composition of 5s. in the pound;" and it continually happened that these were in themselves sufficient in number and value to bind the rest of the creditors. The conviction was that one half of those debts were fictitious, not real, or they were family debts, if debts at all. There was no choice but to put the bankrupt through the Court of Bankruptcy. To initiate proceedings in that court would cost £30, and the debt might not amount to £50; the consequence was it was seldom done. It was said the creditors had a remedy under the 97th section, but the mischief was the debtor was not called to prove the debt; it lay on the creditor to prove that it was fictitious. It was a sham and a delusion. When a firm now was under the necessity of stopping payment, they placed their affairs in the hands of a friendly accountant or a still more friendly solicitor, who signified to the creditors that he had their affairs in hand. The creditors were summoned, the accountant or solicitor made a statement for those who employed him. Having looked into the affairs, he assures the creditors, "though there has been misfortune and perhaps indiscretion, there it is, and the best thing that can be done is to accept the composition of 5s. 10d; if they don't, the thing must inevitably go into bankruptcy." if a demur be made, he says he will look again into the case; he does; the creditors think the matter over, and in the end the composition is accepted. These things were increasing, and would continue to increase, unless the law put a stop to them. Dishonest debtors were reaping the benefit of the wonderful facility which the law now gave them. He should, then, like to know from the Attorney-General whether he was prepared to approve such a state of things, or whether, on the contrary, he agreed with him, that the law imperatively required inquiry and amendment. He believed they could scarcely over-rate the importance of this subject to the trade, industry, commerce, and character of the country. The present law operated not only against creditors, but against honest debtors. When the law was found to give no security, it operated to limit the extent of credit. His belief was that the measure had been a thorough failure. It required entire re-organization, and it was the duty of the Government to take to it at the earliest opportunity. He moved the appointment of a select committee to inquire and report on the subject.

Mr. MURRAY said he raised no objection to the principle of the Act of 1861, which he thought was a good one; but he did object to the mode of administering that Act. Returns of the business during two years had been laid before the House, from which it appeared that 18,133 persons had become bankrupt, of which number only 1,546 had paid dividends. Of the 18,133 only 1,442 were made bankrupts by their creditors, while the remainder went to the court of their own motion. Upon looking to see what became of these bankrupts, he found that of the gross number 12,844 had had their discharges granted, 913 had their discharges suspended, and only in 276 cases were the discharges refused. Comparing these figures with the calculations made by the Attorney-General in introducing the bill, it was clear that under the old system certificates were refused to a greater extent than discharges were now withheld from bankrupts. The law, too, as at present administered, would not, unfortunately, reach many of the dishonest debtors. Every commissioner exercised his own judgment on the cases that were brought before him, and there was no fixed rule by which dishonesty could be detected. That was not, however, the only evil, for the assets had considerably diminished, and it was an extraordinary thing that out of the 18,193 who had passed though the Bankruptcy Court, 699 only had paid dividends under half-a-crown in the pound, 456 had contrived to pay dividends under 5s., and 212 under 7s. 6d., making a total of 1,367 out of the 1,546 to whom he had previously alluded. In the course of those two years five had passed through the court and paid 20s. in the pound. The Act had also increased the expenses instead of diminishing them, for the charges at the court in the two years amounted to £183,214 8s. 8d. In that sum was included £4,933 paid to the registrars of the county courts, so that the cost of administering the law in this country was £178,281 8s. 8d. During the same period the retiring annuities and compensations had amounted to £45,325, 10s. 6d., making a total of £224,000, or equal to a sixth of the value of all the bankrupts' and insolvents' estates in England and Wales. On the other hand, the figures he had cited had no reference to the legal, auctioneers', or other charges connected with the ordinary administration of a bankrupt's estate. In addition to these financial defects, the present system was altogether inefficient. It was a matter of public notoriety that one of the official assignees was a defaulter to the extent of several thousand pounds. As he understood the case, the excuse of the official assignee was, that his accounts had not been properly audited by the commissioners. He did not consider that that was an excuse which could be entertained for a moment, although it might serve to show that the commissioners had not performed their duty The instance he had alluded to, however, was not a solitary one, nor was it a solitary case in which the accounts had not been audited. There was no system of auditing in practice in this country at all, and it would be advisable if auditing were properly carried out on some system similar to that employed in Scotland, where an accountant not only examined every account, but also ascertained how much had been collected from the estate; and for this duty he and his clerks received £1,500 a-year. In England there existed nothing of the kind, for the duty of looking after the estate was not confided to any one. If a better system were instituted, they would not hear of the constant defalcations of creditors' assignees as well as of official assignees. The hon. member concluded be seconding the motion, in the hope that some advantage might accrue from the alteration of the present system of the bankruptcy law, and that it might better enable creditors to obtain that to which they were justly entitled.

The ATTORNEY-GENERAL said that the subject brought forward by the hon. member was one that deserved the fullest and most searching inquiry. It was the earnest desire of the Lord Chancellor that the bankruptcy system should be thoroughly understood by the country, and that, with the assistance of the House, it might be made as perfect as possible. The Act referred to by the hon. gentleman contained several useful provisions, and, with respect to some of them, he believed that it had undoubtedly succeeded, while, with some of the others, it could not be denied that its effect had not been so satisfactory as was desirable. The House would remember that one most important step in advance was effected by the bill; he referred to the abolition of the distinction between bankruptcy and insolvency. He had no hesitation in saying, that if nothing else had been effected by the Act, that would still have been an important contribution to the cause of legal advancement. The remarkable figures quoted by the hon. gentleman were, in the main, attributable to the fact of their having included among the bankrupts those who were formerly classed under the head of insolvents, and also to the fact that imprisonment for debt was done away with. He regarded as one of the chief

benefits of the Act the opportunity it afforded a man of clearing himself in the world, and getting rid of the load of debt hanging upon his shoulders. Although a man might not be able to satisfy the demands of his creditors, he believed it to be a benefit to society for him to have the means at his disposal of getting free in the world, and endeavouring for the future to earn his title to a name for honesty. He did not, therefore, look either with alarm or dissatisfaction upon the number of persons who had taken advantage of the Act without paying any dividend. The next point was to get rid of oppressive and unnecessary imprisonment of small debtors for debt. As the House was aware, the gaols were visited every fortnight, and their inmates, if confined for debt, were adjudged bankrupts, and then released. The result of that provision was that the Queen's prison had been entirely closed, and that imprisonment for debt was now virtually abolished. The Lord Chancellor had in view an amendment of the law for the purpose of enabling some debtors to become bankrupts without the necessity of going to prison, a plan which he believed many of them at present adopted. Another object to be attained was the suitable appointment of trustees, for, in many instances, the creditors, as well as the debtors, had no desire to incur too much publicity in respect to their business transactions. The object of the Act was to bring all such cases under the cognizance of the Court. That number was, in fact, continually increasing, and if it happened, as it sometimes did, that persons signed these deeds for amounts not really due to them, the clauses in the Act bearing on this point furnished easy means of bringing these frauds under the notice of the Court. With regard to the discharge of bankrupts, it appeared that the provisions on this subject had on the whole worked well. But in two other respects he admitted that the Act seemed to be deficient. For one of the changes he referred to—the system of administering the bankrupt's estates by trade assignees instead of by official assignees—the mercantile community were mainly responsible. They had desired that the management of the property should be left in their hands, on the ground that they could get in the assets better and more cheaply than was done before. But hitherto this change had not worked well, and, though he was far from saying that they ought to return to the old system of official assignees without any improvement, inasmuch as the want of an official audit was a blot upon the system, experience did not encourage them to persevere with the present plan of putting the whole collection of the assets into the hands of creditors' assignees. In the first place, he believed it was shown that assets were not better got in, that the amount was not greater, and that the expense of collection was not diminished. On the contrary, the ordinary operation was this:—A creditor's assignee was chosen, and he at once appointed a solicitor to do, with less responsibility and less security, and at greater cost, business which the official assignee before did better. He hoped that the inquiry of the committee, to the appointment of which the Government did not object, would assist them in the correction of this evil. Another great feature originally contemplated in the Act of 1861, and one without which, as was pointed out at the time, it became nugatory to the public, and deprived of its fair chances of success, was the appointment of a chief judge in bankruptcy. One of his first duties, as law officer of the Crown, was to persuade this House to adhere to its decision in favour of a chief judge, against the opinion of the House of Lords. It was said, "You are cutting off the head of the bill; you are taking out the main spring of the machine, and the system cannot be expected to work well if you deprive it of its controlling and superintending power." The system of commissioners had been found to work in a most unsatisfactory manner. The expense of that system was very great, and then, though he did not like to make any personal allusions, and though, no doubt, all the commissioners intended to discharge their duties satisfactorily, the number who were able to discharge their duties with efficiency was by no means great, from health, age, and otherwise. The whole thing wanted fresh blood infused into it; and, with all the imperfections in this measure—imperfections inseparable from a new machinery—if there had been an efficient and vigorous mind, addressing itself to the improvement and amendment of the administration in bankruptcy here centrally in London, he believed that by the present time we should have been deriving from the new Act benefits which everybody would be able to appreciate. Unfortunately the country was deprived of this chance, and this had contributed materially to the disappointment of its expectations. He believed that if the committee extended its inquiry into this matter they would find it cheaper for the country to assimilate the administration in bankruptcy to the administration of deceased persons' estates in chancery; and if even it were necessary to go to greater expense than could be involved in the appointment of one superior judge (though one judge would, he believed, be all that was necessary), still, in dispensing with the present staff of commissioners there would be a saving of money along with a gain of real efficiency. The Lord Chancellor, as the author of the bill, was most desirous of seeing all the evils corrected which were now complained of, and quite acceded to the desire for inquiry. His Lordship was most sensible that the expenses of bankruptcy administration were intollerably great, and ought to be diminished. These expenses arose from various causes. Among other things required was a greatly reduced scale of costs for solicitors, and his Lordship had been directing his attention to that subject. No vote could be taken now upon the appointment of a committee, but the Government would be glad to see it appointed at some future time.

Mr. MALINS had been a strong supporter of the bill of 1861, and was sorry that it had not worked more satisfactorily. But he entirely agreed with the Attorney-General that the failure was mainly owing to the powers given to the creditors' assignee and the non-appointment of a chief judge. He had recommended the Lord Chancellor to abandon the bill altogether, rather than fail to secure the coherence and the one uniform system which a chief judge alone could give, and which alone could make the Act successful. It was now high time this house should take the matter in hand, and revert to the principle sanctioned by it in 1861, but unfortunately rejected by the other house. He was glad to have a committee, for the principle of the bill was sound, and the machinery only was defective.

Monday, April 11.

THE HIGHWAYS ACT.

Mr LIDDELL asked the Secretary of State for the Home Department whether it was the intention of her Majesty's Government to move for the appointment of a committee of inquiry into the operation of the Highways Act, previous to introducing further legislation on the subject, or any amendments of the said Act.

Sir G. GREY said he thought an inquiry would be desirable before they attempted to make any extensive change in the law relating to highways. Although the Act was in operation in a great many parts of the kingdom, yet it had not been so for a sufficiently long period to test its merits or advantages. He was, therefore, afraid that an inquiry by a committee of that House would necessarily be an imperfect one, by reason of the want of proper experience of the working of the measure. He could not certainly propose a committee of inquiry in the present session. The amended bill would not be an extensive measure, but only one intended to remedy some of those defects represented to exist in certain districts of the country, and which were said to interfere with the useful operation of the law.

Tuesday, April 12.

THE ACCOUNTANT-GENERAL'S OFFICE IN CHANCERY.

Mr. MURRAY asked the Attorney-General whether he intended to introduce this session any bill to carry into effect the improvements in the management of the business of the court of chancery in the Accountant-General's office, as recommended by the Chancery Funds Commission, and, in other respects to carry into effect the other recommendations of the commissioners.

The ATTORNEY-GENERAL said it was not his intention to introduce a bill on the subject during the present session.

ASSIMILATION OF THE ENGLISH AND IRISH LAW AND EQUITY COURTS.

Mr. BUTT asked the Attorney-General for Ireland whether it was intended to bring in any measure to assimilate the proceedings of the law and equity courts in Ireland to those of the English courts; and, if so, when such bill would be introduced.

The ATTORNEY-GENERAL for Ireland said in a few days he proposed to introduce a bill upon the subject.

VOTING IN JOINT-STOCK COMPANIES.

Mr. D. GRIFFITH moved for leave to bring in a bill to afford shareholders in joint-stock companies facilities for voting by means of voting-papers; and explained that great inconvenience arose from the existing practice. Some companies had as many as 20,000 shareholders, and, therefore, it was physically impossible that they could all be personally present at a meeting, for no room would hold them. This being so, they were compelled to vote by proxy, but the defect of the existing system was that these proxies had to be given by anticipation,

and before the question to be decided had been brought before the shareholders. Recently a great company, the directors of which were apprehensive of an attack upon their policy, thought it necessary to send out 10,500 proxies, and they actually had returned to them proxies representing £8,000,000 of property. These proxies, however, had actually to be given before the report of the directors was issued, and, therefore, before the shareholders could form any opinion upon the policy as to which they were called upon to express an opinion. All the present bill proposed was, that, after a motion had been moved and seconded, and a poll demanded, the voting-papers should be sent out, so that the shareholders might have the power of deciding how they would vote after, instead of before, the question had been discussed. He did not, however, propose to interfere in any way with the power of giving proxies as it already existed.

Mr. HADFIELD seconded the motion.

Leave was given to bring in the bill.

Wednesday, April 13.

BARNSTAPLE ELECTION COMMITTEE.

The Committee appointed to try the petition against the return for Barnstaple at the last election were sworn in, the members being Mr. Howes. Sir F. Goldsmid, Mr. Dunlop, Mr. Humphrey, and Mr. Sclater-Booth.

Thursday, April 14.

THE HIGHWAYS ACT.

Mr. R. LONG asked the Secretary of State for the Home Department whether magistrates, resident in places which are exempted from the operation of the Highways Act, are or are not *ex officio* members of the general highway board of the district in which they reside.

Sir G. GREY said that the law recognised that the magistrates, to be *ex officio* members of the general highway board, must reside within the highway district. Several representations had been made to the Government on the subject, and they would be considered in the amended bill.

COST OF PROSECUTIONS.

Sir J. C. JERVOISE asked the Secretary of State for the Home Department whether his attention had been directed to the charge of the chairman of the quarter sessions for Cumberland, showing the cost of prosecutions at the sessions and assizes to be an average of rather more than £12 for each prosecution; while, under the Criminal Justice Act, the average was rather more than £1 6s. per head; whether his attention had been called to a case tried at the last assizes at Winchester, in which the prisoner had elected to be tried at the assizes, where, after lying nearly two months in prison, at the cost of the county, he was sentenced to fourteen days' imprisonment, his companion in crime having agreed to be tried at the petty sessions, and having been there sentenced to fourteen days' imprisonment; and whether it was in contemplation to propose any course tending to a more uniform mode of proceeding and to the extension of the Act.

Sir G. GREY said he had not seen the charge of the chairman of quarter sessions until a copy had been sent to him by the hon. baronet. He had no doubt that the statement of the hon. gentleman was correct—that the expenses of a prosecution at the sessions or assizes were very much higher than under the Criminal Justices Act. With regard to the case tried at the Winchester assizes, he supposed that the judge, in passing the sentence of fourteen days' imprisonment, must have taken into consideration that the prisoner had been already two months in gaol, which would account for the apparent disproportion between the sentence and that passed upon his associate in crime. He had no doubt that the Criminal Justices Act had been very beneficial in its operation. The Government, however, had no intention at present to extend its provisions.

PARTNERSHIP LAW AMENDMENT BILL.

Mr. SHOLEFIELD obtained leave to bring in a bill to amend the law of partnership, and the bill was introduced accordingly.

HIGH COURT AT BOMBAY.

Sir C. WOOD obtained leave to bring in a bill to confirm the appointment of Mr. Henry Pendock St. George Tucker, as one of the judges of her Majesty's High Court at Bombay, and to establish the validity of certain proceedings therein, and the bill was introduced.

THE STAMP ON PROXIES.

Mr. D. GRIFFITH asked whether the penny stamp on proxies would be the common receipt stamp.

The CHANCELLOR of the EXCHEQUER replied there would be an inland revenue stamp for both purposes.

Pending Measures of Legislation.

CHARITABLE ASSURANCES ENROLMENTS.

A BILL [AS AMENDED IN COMMITTEE AND ON REPORT] INTITULED AN ACT TO FURTHER EXTEND THE TIME FOR MAKING ENROLMENTS UNDER THE ACT PASSED IN THE TWENTY-FOURTH YEAR OF THE REIGN OF HER PRESENT MAJESTY, INTITULED "AN ACT TO AMEND THE LAW RELATING TO THE CONVEYANCE OF LANDS FOR CHARITABLE USES," AND OTHERWISE TO AMEND THE SAID LAW.

The following bill was presented to the House of Lords by Lord Cranworth:—

Whereas by an Act passed in the twenty-fourth year of the reign of present Majesty, chapter nine, time was given for enrolling certain deeds, assurances, and instruments therein referred to, until the expiration of twelve calendar months next after the passing of the said Act; and by another Act passed in the twenty-fifth year of the reign of her present Majesty, chapter seventeen, the time for enrolling such deeds, assurances, and instruments was extended to the sixteenth day of May, one thousand eight hundred and sixty-four; and by the fourth section of the said second Act, it was enacted that the said first Act and the said second Act should be taken to apply as well to cases where 'certain separate deeds or instruments therein mentioned should be or should have been executed after as to cases where they might have been executed before the passing of the said first Act: provided only that, if not then already executed, such deed or instrument should be executed within six months next after the passing of the said second Act: and whereas it is expedient further to extend the time for making such enrolment, and otherwise to amend the provisions of the said first and second Acts, and the Acts therein recited or referred to: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. The enrolment of every deed, assurance, and instrument which shall be enrolled before the seventeenth day of May, one thousand eight hundred and sixty-six, shall, for the purposes of the said recited Acts, or either of them, have the same force and effect which it would have had if such enrolment had taken place within the said time by the said Acts respectively limited.

2. This Act shall be taken to apply as well to cases where such separate deed or instrument as is mentioned in the fourth section of the said second Act, shall be, or shall have been executed after, as to cases where it may have been executed before the passing of the said first Act; provided only, that if not already executed, it be executed within six calendar months next after the passing of this Act.

3. And whereas it may be impossible in some cases to enrol the original deed creating a charitable trust, by reason of the same having been lost or destroyed by time or accident, but, nevertheless, the trusts of such charity may sufficiently appear by some subsequent deed appointing new trustees or otherwise reciting the trusts created by the original deed: be it enacted, that in every such case it shall be lawful for any trustee or other person interested in such charitable trust, to apply by summons in a summary way to the court of chancery for an order authorising the enrolment of such subsequent deed; and if the Court shall be satisfied, by affidavit or otherwise, that such original deed has been lost or destroyed by time or accident, but that the trusts thereof sufficiently appear by such subsequent deed, then it shall be lawful for the said Court to make an order authorising the enrolment of such subsequent deed; and the enrolment thereof shall have the same force and effect as the enrolment of the original deed would have had if the same had not been lost or destroyed as aforesaid.

4. Every full and *bonâ fide* valuable consideration within the meaning of the first section of the said first Act, which shall consist either wholly or partly of a rent or other annual payment reserved or made payable to the vendor or grantor, or to any other person, shall for the purposes of the statute passed in the ninth year of the reign of his late Majesty King George the Second, chapter thirty-six, be as valid and have the same force and effect as if such consideration had been a sum of money actually paid at or before the making of such conveyance without fraud or collusion.

IRELAND.

The statement in the *Times* of the 14th, of the death of the Honourable Mr. Sugden, is untrue. He has been very unwell, but is now recovering.

REVIEWS.

The Landed Gentry of Great Britain and Ireland. By SIR BERNARD BURKE, Ulster King-of-Arms. 4th edition. Harrison, 59, Pall-mall. 1864.

This splendid volume, recording the present *status* and the past pedigree of the untitled aristocracy of the United Kingdom, is a book that may be most useful to solicitors in their conveyancing department. Here, in fact, they have the family history and the family connections of most of those of the landed interest, not peers or baronets, spread out before them. A reference to this work may throw immediate light on many an intricate case. It may also guide professional men as to the respectability, position, and influence of many of their clients. The thorough perusal and study of such a book promises still further advantages, for to be well versed in a history of the possessors of British land might tell with the conveyancing practitioner on a hundred occasions. What more graceful accomplishment for the lawyer than to be able, on hearing a landed name mentioned, at once to tell the locality and nature of the family and estate. The peers, baronets, and gentry, and all about them, is a knowledge that should indeed be familiar to every conveyancing solicitor, and his office should never be without "Burke's Peerage," and the subject of our present notice, "Burke's Landed Gentry." It is not only the account of the present people, but it is the long details of their lineage, kindred, and alliances that render these works of the Ulster King peculiarly valuable, and give them a feature that cannot be found, now-a-days, elsewhere. We have lots of small summaries of the peerage, baronetage, and commoners; but these garbled productions are worse than useless, as likely to mislead. It is only the full pedigree, in each case, that can make matters clear. This fourth edition of Ulster's "Landed Gentry" appears to have been carefully revised, and to sustain the high character of the work. To solicitors—"gentlemen by Act of Parliament"—the following extract from the preface to this landed gentry may not prove uninteresting:—

"Another distinction among the gentry or minor nobility is that of esquire, which has degenerated into the usual mode of addressing every respectable tradesman, and is abused so as to have lost its real meaning. One is often struck, in examining family records of the sixteenth, seventeenth, and even the eighteenth centuries, such as monumental inscriptions, by perceiving the intermarriages of members of the same family, sometimes with persons who are styled 'esquire,' and sometimes with persons who are styled 'gentleman.' The 'esquire' and the 'gentleman' are evidently different, and never were confounded together; at the same time they clearly belong to the same grade of society; one generation of an ancient and honourable house intermarrying with the daughter of an 'esquire,' and the next generation intermarrying with the daughter of a 'gentleman;' and, in like manner, two sisters, daughters of the same family, marrying, the one a 'gentleman,' and the other an 'esquire.'

"It would seem that, according to the original meaning of the terms, 'gentleman' denoted a rank derived from birth, while 'esquire' denoted one derived from office. Legally, according to the heraldic definitions of the two or three last centuries, some men are *ex officio* esquires, who are not, strictly meaning, by birth gentlemen; and, on the other hand, some men are ancient gentlemen who have not the official rank of esquire. Country magistrates for the time being, and high sheriffs of counties, for life, are all officially esquires; and yet the persons holding these situations may be of inferior birth, not entitled to bear Court armour, and thus, not, in the Continental sense, noble—in fact, not gentlemen; whereas some of the best blood in England may neither have been put on the commission of the peace, nor have been nominated high sheriffs, nor have officiated as esquires to Knights of the Bath, nor have, in short, occupied any position which imparted to them the rank of esquire. A 'gentleman' is by blood superior to an 'esquire,' while an 'esquire' by office holds a rank above a 'gentleman.' The esquire was, in its primitive sense, the shield-bearer to a knight. Baron, knight and esquire may be said to have marked different degrees within the class of nobility and gentry. 'Gentleman was a more comprehensive title than 'Esquire,' and marked the whole of that minor nobility to which both knights and esquires originally belonged. But time and usage have worked such confusion, that it is difficult to say whether gentleman or esquire is the more honourable designation. In recent times, 'gentleman' has been bestowed as a designation on persons of the middle rank, who were as little entitled to receive it as that of esquire; while in our own day esquire is liberally conferred upon every man who is not actually standing behind the counter of a shop."

This "History of the Landed Gentry," is a landmark in law as well as in history, and the every-day events of society. Its utility is much and manifold, and the range of its interest must be wide indeed, for it bears upon the honoured homes and home-begotten influence of the gentry of the British Empire—a theme captivating and congenial to us all. Sir Bernard Burke has earned a very high reputation as a heraldic authority, not less among our untitled than among our titled nobility, and this new edition is in itself a marvel of learned industry and of genealogical research.

Wrongs and their Remedies: being a Treatise on the Law of Torts. By C. G. ADDISON, Esq., of the Inner Temple, Barrister-at-Law. Second Edition. V. & R. Stevens, Sons, & Haynes. 1864.

More than three years ago we noticed at some length the first edition of this work, and the estimate we then formed of it has been fully justified by its subsequent success. It certainly supplied a professional want, and was characterised by so much ability and completeness, that it was not likely to invite competition. The only deficiency which we noticed was one which was unavoidable in any treatise by an author who was not conversant with the principles and theory of courts of equity as well as those of courts of common law. Mr. Addison, however, has done all that could be expected from, or that ought to be attempted by, a common lawyer, in the way of describing equitable wrongs and remedies; and the new edition is a decided improvement upon the former one in this respect. It contains an outline of the branch of equitable jurisprudence, which a reference to the authorities cited will enable the reader to fill up for himself, but it is, of course, very slight, and the work must still be considered as properly a treatise upon torts at common law, to which twenty-three out of twenty-four chapters are devoted, with the exception of occasional references to equity practice. It treats of such wrongs and injuries to property, to the person, and to reputation, as constantly occur in the ordinary intercourse of mankind, and daily occupy the attention of the lawyer: such as wrongful infringements of the rights and privileges incident to the ownership and possession, and use and enjoyment, of landed property; nuisances and injuries arising from the negligent use and management of such property; injuries to lands and tenements from waste, negligence, and fire; injuries from trespasses and unlawful entry on land, in disturbance of the possessory and proprietary rights of occupiers and landlords; wrongful seizure and conversion of chattels; injuries from the negligent use and management of chattels, and the negligent performance of work; injuries from negligence and breach of duty on the part of bailees, common carriers, and common innkeepers; wrongful distress and sale of things distrained; assault and battery, and wrongful imprisonment; malicious arrest, malicious prosecution, and malicious abuse of legal process; trespasses and injuries committed in the execution of void or irregular legal process, or in the execution of warrants and orders of justices; injuries resulting from the exercise, or intended exercise, of statutory powers and authorities; injuries from libel and slander; fraudulent misrepresentation and deceit; fraudulent concealment, breach of warranty, and false pretences; matrimonial and parental injuries; adultery and seduction.

The plan and arrangement of the work have evidently been carefully considered, and are entirely commendable. Starting with an account of actionable wrongs as distinguished from injuries which are not actionable, Mr. Addison proceeds to distinguish between such rights, duties, and obligations as are created by statute and those which arise merely from by-law. He then discusses infringements upon rights naturally incident to the possession and ownership of land, giving us very admirable summaries of the law of torts relating to all kinds of easements and profits *a prendre*, and of nuisances and injuries from the negligent use and management of real property; the law of waste and of trespass. This matter occupies about one-third of the volume, and is an extremely good compendium of a very voluminous and wide-spread domain of

law, regarded from the author's special point of view. Thus rights of way, of commons, of searching for minerals, &c., as well as numerous statutory provisions relating to the management of railways—the maintenance of bridges and gates by railway companies, &c.—are all considered in reference to the legal duties connected with them, and possible injuries which may arise from them. So the title to land is considered only so far as it is connected with the law of trespass—with the right of its owners to compensation for injury, and the mode of its enforcement. Mr. Addison defines the various kinds of rights, in detail, and proceeds to give an account of the remedies by action at law, the pleadings, evidence, &c., all which is done very skilfully, and with a close regard to practical utility. Having disposed of the subject of real property, he goes on to discuss the law of trespass upon personalty and conversion of chattels, and of personal injuries from negligence, torts in connection with the the law of bailment, of wrongful distress, of assault and battery, malicious prosecution, and other topics connected with personal estate or personal conduct, each chapter being upon a distinct topic, which, speaking generally, might itself be the subject of a separate treatise, but which is quite sufficiently handled by Mr. Addison for the ordinary purposes of any practitioner. Thus there is a chapter on trespasses in execution of void or irregular process, and another on trespasses, and injuries committed in execution of warrants and orders of justices, which of themselves contain a valuable and complete epitome of the law on these important subjects. As much may be said for the chapter on libel and slander. There is also a succinct account of actions *ex delicto* and of the pleadings therein, distinguishing their various species and forms, and comprising also a useful summary of the proceedings and evidence at the trial.

Covering so large a space, the boundaries and main divisions of which we have just sketched, it would, of course, have been hopeless to have attempted in great detail the treatment of the numberless points included within the area comprised in the work. The mere citation of all the cases which might have been cited, and would have been more or less worth citing, would fill half the volume, and make at least two more volumes necessary, if any further use were to be made of such a heap of authorities. Mr. Addison is comparatively sparing in citation, but is generally happy in his selection. There are very few noteworthy omissions, and, on the whole, the work is as complete a summary of the law of torts as could well be included in a single volume. We are not surprised, therefore, that a new edition should have been called for some time since, and that the work has met with such general acceptance throughout the profession. The new edition contains 185 pages more than the former one, and is altogether a decided improvement.

Handy-book on Life Assurance Law, for the use of Policy-holders and Agents, with a Preliminary Statement of some Amendments that are desirable. By ARTHUR SCRATCHLEY, M.A., Barrister-at-Law, Actuary to the Western Life Assurance Society. V. & R. Stevens, Sons, & Haynes, 1864.

The main design of this publication is to illustrate and explain the objects of a bill proposed by the author, for enabling policies of life assurance to be specially secured for the widow and children of an assurer by nomination, without the necessity of a trust deed, and for rendering policies of assurance assignable at law, and that by simple endorsement. For the better understanding of the subject, and with the view of making some suggestions for the amendment of the law as it bears upon life assurance generally, a concise alphabetical digest of the leading cases, with comments upon the principles involved in and decided by them, has been added. The work has been prepared chiefly for non-professional readers, who may be interested in the subject of life assurance, and especially for agents and policy-holders in life offices. Its only use to lawyers will be as a convenient index or digest of cases relating to Life Assurance.

CHANCERY FUNDS COMMISSION—REPORT OF COMMISSIONERS.

(*Concluded from page* 454.)

Section 9.—*As regards the Operation of Transferring Stock and Paying Money out of Court.*

We recommend that the following suggestions be adopted:—

1. That powers of attorney for the receipt of moneys and securities in the custody of the Court should be dispensed with, and that, in lieu thereof, there should be substituted an authority to the effect contained in the form No. 23 in the schedule to the General Orders of 11th November, 1862, made under the Companies' Act, 1862 (*vide* App. No. 38, page 148).

2. That affidavits of residue, and affidavits verifying calculations, should be dispensed with, and that all calculations and apportionments (in the absence of a special direction to the contrary) should be made by the Accountant-General's clerks.

3. That statutory declarations should be substituted for affidavits verifying facts.

4. That payment of any moneys to the Receiver-General of Inland Revenue, the Official Trustees of Charitable Funds, the Ecclesiastical Commissioners, the Assistant Paymaster General, and the Solicitor to the Treasury, or any other official person for whom an account is kept at the Bank of England, should be made by the Accountant-General transmitting to the Bank a direction to write off the amount from his account to the account to which the money is to be placed.

5. That when the amount payable to any person does not exceed the amount transmissible by Post-office orders, the person to whom the money is payable should be at liberty to authorise the transmission thereof by a Post-office order; and that a list of the Post-office orders to be issued should be transmitted daily to the Postmaster General, with a direction from the Accountant-General for the Bank to write off the total amount from his account to the account of the Postmaster-General, who should deduct from each amount authorised to be transmitted, his charges for transmitting the same, as well as the postage.

Section 10.—*As regards Transcripts of Accounts and Certificates.*

We recommend that the following suggestions be adopted:—

1. That transcripts should be ready for delivery to the solicitors at the expiration of thirty-six hours after they have been bespoken or left to be made up.

2. That the entries in transcripts should show the price at which stock and securities entered therein were bought or sold, and the date of the order and certificate (if any) under which any transfer or payment of money, or any carrying over therein mentioned, was made.

3. That during the month of November in each year, transcripts of all accounts dealt with during the year should be left at the Accountant-General's office to be made up.

4. That on bespeaking or making up a transcript, a fee of 6s. 8d., if the entries exceed three and do not exceed six, or of 13s. 4d. if the entries exceed six, should be allowed to the solicitor.

5. That transcripts should be signed by one of the Accountant-General's clerks.

6. That transcripts so signed should be evidence of the contents of the Accountant-General's books.

7. That certificates should be signed by such of the Accountant-General's clerks as he may depute for the purpose, and should be ready, during vacations, on the same day that they are bespoken, and at other times by eleven o'clock on the following morning.

CHAP. II.—AS REGARDS THE FUNDS OF THE COURT OF CHANCERY.

Section 1.—*As regards the propriety of making any Alteration in the present Mode of Buying and Selling Stock for the Suitors.*

In the two reports of the members of the sub-committee who were appointed by the commission to investigate this branch of our inquiry, and which are printed in the appendix to this report, the arguments in favour of a change in the practice of purchasing and selling stock on account of suitors, and those advanced in opposition to the proposed change in the existing regulations are fully set forth.

On the one side the question was argued as a measure of improved management, which would be productive of despatch and of some economy, although it might be difficult to measure accurately the jobbers' profits, and the proportion of the chancery brokers' commission which might be saved. The stock belonging to suitors stands to the credit of the Accountant-General, upon one account, in the stock books opened at the Bank of England for each description of stock. Taking, therefore, a transaction in its most simple form, a purchase of a given amount of Consols, and a sale of equal amount of the same stock, it was argued that such a transaction might be settled by a transfer in the books of the Accountant-General, without resorting to the stock market to make purchases and sales, and making useless entries in the stock books of the Bank of England on both sides of the Accountant-General's stock accounts; and even when the purchases and sales on

the same day were not of equal amounts, it was argued that the purchase or sale of the balance might regulate the book entries for the full amounts. But, on the other hand, it was shown that the purchases and sales were never of equal amounts, and that they were sometimes effected at different prices on the same day, and that practical difficulties would arise in recording the countervailing debits and credits to the suitors' separate accounts in the Accountant-General's ledgers. To obviate this difficulty, it was suggested that the stock accounts of the court (fund A.), and the cash in the Bank, might be employed as intermediate accounts, and that the transactions should be regulated by the certified average prices of the stocks for each day. The object of the recommendation in favour of change was to reduce to a minimum the transactions in the stock market, and to obtain the maximum of security by confining, as far as practicable, these large pecuniary transactions within the more immediate control of the officers of the court. It was further argued, in opposition to the proposed change, that the present system has the merit of simplicity and absolute freedom from any specific imputation of irregularity on the part of those by whom it is carried on, and that the public would view with suspicion the substitution of a system of transfers.

We do not think it necessary to discuss this question further here, because the establishment of a deposit account for suitors' moneys, which forms the subject of the next section of this report, may be expected to affect so sensibly the amount of separate investments and sales on suitors' account, that it is expedient to defer the further consideration of this question until the proposal to which we have referred shall have been fully carried into effect.

We are, therefore, of opinion—

1. That it is expedient to defer the further consideration of the question as to the propriety of making any alteration in the mode of buying and selling stock for the suitors until after the establishment of a deposit account for the suitors of the court of chancery.

Section 2.—As regards the establishment of a Deposit Account.

We pass now to the more important question of allowing the suitors who may not desire to have their moneys invested in public stocks, to place them on deposit, pending litigation, with security for the return of their capital in full, and with a share of the interest derived therefrom during the period of deposit.

We have already explained, in chapters 2 and 3 of the second part of this report, that the suitors derive at present no income whatever from their cash deposited in court and not deposited at their risk; that a large portion of such suitors' cash is invested by the Court in the Government funds, not for the special benefit of those to whom the principal belongs, but for the purpose of providing a fund for the payment of the general expenses of the court.

Moneys are usually paid into court by persons who are not beneficially interested in the subsequent distribution of them, and whose object in so doing is to obtain a legal release from their responsibility. If moneys are paid into court in a suit, and an investment of such moneys be not demanded by the suitor, they remain as cash on the suitor's account, and are unproductive of income to the persons who may establish their title to them. The persons to whom they may be ultimately adjudged may reasonably feel aggrieved that they are not permitted to share in the income which has been derived from the investment of the general cash of the court, of which their deposits form part.

We fully concur in the opinion expressed on this subject by Lord St. Leonards (in his evidence of the 13th of July, 1850, before the select committee of the House of Commons on official salaries). In answer to a question as to the payment of the officers of the court of chancery out of the Fee Fund, his Lordship (then Sir Edward Sugden) stated,

"There is another thing with respect to the Fee Fund which I have always thought wrong. They affect to say that there is nothing lost to the suitor by many of those payments, because they take the surplus money not employed. Suppose, for instance, that there is a floating capital of half a million of money, they will take £300,000 of that and invest it, and make it productive of interest. Now, a man's money, when it is paid into the court of chancery, is not invested without his own application; if he does not choose to have it invested it is not invested; they say, therefore, that the money so made is a sort of derelict, because he would not have made it, but the Court makes it, and, therefore, it is to go to public purposes. I have always thought that wrong. Suppose that I am a suitor, and that £5,000 of my money is paid into court; it may not at all suit me, as an individual, that that money should be invested in the Three per Cents., and that I should by-and-bye be found a loser; and I do not want to be a gainer; I want my exact money. Then, because the party did not apply to have that money invested, they say he is not entitled to have any interest upon it. But I say that you are holding that vast balance of all the suitors, and that when you can take £300,000 out of every half-million, and make it productive, producing three per cent., that three per cent. ought to be paid to the suitors, according to their rights in the fund; and that, therefore, even those who did not apply to have their money laid out, ought to have, say two per cent, or some moderate sum, allowed them for their money which is not actually invested. I have always thought that a real grievance, that a man's money is lying perhaps three, four, or five years, while the dispute is going on, and he does not know at what moment to have it invested; and, in point of fact, interest is being made from his money, and yet, by that sort of reasoning, he is never allowed to have a shilling of it."

Bearing in mind your Majesty's command that we should suggest improvements "with the special view to the advantage of suitors," we recommend that this grievance be remedied, and that the suitors be permitted to share in the income which is derived from the investment of their moneys by the Court. As this concession will lead to a large increase in the amount of cash deposits in court, and to a corresponding diminution of special investments on behalf of individual suitors, it is necessary to consider the probable effect of the measure with reference to the capital of the cash on deposit, and its liabilities, and with reference also to the income to be derived from the fund, and the charges payable therefrom.

1st, as to the capital of the "cash on deposit:"—

The practice uniformly authorised by Parliament since the first investment of suitors' cash for the benefit of the funds of the court, in 1739 (by the Act 12 Geo. 2, c. 24), has been the investment of the same in Government securities on fund A. From 1739 to 1838, ten separate Acts have been passed authorising specific investments; but, in the latter year, a permanent discretionary power was conferred on the Lord Chancellor by the Act 1 & 2 Vict. c. 54. The interest derived from such investments has been appropriated, by the authority of Parliament, partly to the payment of salaries and other expenses of the court, and the surplus interest has been accumulated to form a security fund (fund B.) for meeting any possible deficiency in the sum required for the repayment of the suitors' capital. This accumulation ceased in 1852, when an Act was passed (15 & 16 Vict. c. 87) which directed that the future surplus interest should be carried to the Suitors' Fee Fund, and thus enable the Court to reduce the fees levied on the general body of suitors.

From this brief description it will be seen that for a period of 124 years (1739 to 1862) the suitors' cash, not required by them to be invested for their own benefit, has been invested in the public stocks at the risk and for the benefit of the court; that such investments have been made under the authority of Parliament, and that they have been recognised by the Legislature as providing adequate security, with the surplus interest fund before referred to (fund B.), for the repayment of the suitors' cash deposits in full.

It may be useful to test the sufficiency of the security provided by Parliament in 1739 and the subsequent years, by instituting a comparison between the amount of the present assets of the fund, independently of the fund accumulated out of the surplus interest, and the amount of the cash claims to which it is liable.

The liabilities payable in cash, as they existed on the 1st of October, 1863, amounted to £2,799,608.

The assets of the court directly available to meet the said liabilities were as follow:—

1st. Cash at the Bank of England	£334,864
2nd. Cash value of £1,416,542 Consols at 93¼...	1,320,925
„ £1,404,160 Reduced at 91⅛...	1,290,072
	£2,945,861

being a surplus of £146,253, after paying every claim in full, and leaving the surplus interest fund of £1,291,629 stock, upon which any deficiency would be chargeable, untouched.

The experience of the past working of the principle laid down by Parliament in the original Act of 1739 fully justifies the conviction we entertain that the funds of the court will not be exposed to any increased risk in consequence of the increase of the amount of cash deposits which may be expected to arise from the measure we have recommended, and that the

invested amount of fund A. will continue sufficient to meet all claims upon it.

2nd, as to the income:—

The whole amount of interest which will become payable to suitors on their cash deposits will be an additional charge upon the funds of the court. We recommend that the rate of interest should be two per cent. per annum; this is the rate mentioned in Lord St. Leonards' evidence, and the rate recommended by the law societies. Assuming the estimates of the law societies to be correct, we are of opinion that, although there might, and probably would, be a loss to the revenues of the court for the first year or two after the establishment of the deposit account, yet that the growth of cash deposits would secure the income of the court from the danger of deficiency in future years. We recommend that the loss which may arise on the introduction of the new arrangement should be chargeable upon the balance of cash to the credit of the Suitors' Fee Fund account not properly belonging to the annual income thereof, which amounted to £100,000 on the 24th of November, 1863 (Part II., chap. 8). We are of opinion that this sum will be more than sufficient for the purpose.

Although we see no reason to apprehend that the establishment of the proposed deposit account will entail any permanent loss upon the revenues of the court, it may not be out of place to point out that in 1862 the income of the Suitors' Fee Fund exceeded the expenditure by £5,000. In 1863 the surplus of income over expenditure was reduced to £356 16s. 3d., owing solely to the effect of the Lunacy Regulation Act, 1862. If, however, our recommendation as to the re-adjustment of the expenses connected with the administration of lunatics' estates be adopted, the income and expenditure account of the court of chancery will again show a large surplus, without reckoning the dividends on the additional stock on Fund A., purchased in 1863. And it must also be remembered that the charges upon the Suitors' Fee Fund will diminish every year by the falling in of annual compensation in respect of abolished offices, which exceeded £56,000 for the year comprised in the last return.

We are, therefore, of opinion—

1. That it is expedient to establish a deposit account for suitors' money in the court of chancery, and to allow to the suitors interest at the rate of £2 per cent. per annum, upon the moneys belonging to them whilst in the custody of the Court; but without depriving them of the right to require the investment thereof at any time on their behalf and at their own risk.

We abstain from making specific recommendations on the subject of the detailed arrangements which may be necessary for carrying into practical operation the measure which we have submitted for the benefit of the class of suitors referred to in this section of our report. This is a duty which properly belongs to the executive officers of the court, and it is, moreover, one which they are best qualified to perform. There are, however, some practical suggestions in the report of the sub-committee (appendix, No. 16), to which we think it right to refer as proper to be considered by those to whom the execution of the measure may be intrusted.

Section 3.—As regards the Management of the Funds of the Court.

We are of opinion—

1. That measures ought to be taken at once for the purpose of relieving the chancery suitors from the great burden which has lately been thrown upon them by the increased expenses connected with the administration of lunatics' estates.

2. That it would be expedient, in order that the whole income and expenditure of the court of chancery may be presented in an intelligible form, that the balances of cash which have arisen from the income of funds A. and B., and the cash and stock on fund D., and on "the money arising by sale of the six clerks' offices," should be carried over to fund C., and that the accruing income of funds A. and B. should be paid in and placed to the credit of fund C., and that the whole expenditure of the Court now charged upon the incomes of fund A. and fund B., and upon fund C., should be charged upon this amalgamated account, which might be termed the chancery income and expenditure account.

3. That the appeal deposit account should be amalgamated with the chancery income and expenditure account, and that appeal deposits, instead of being lodged with the Senior Registrar, should be paid into the Bank, and placed to the credit of that account, and that the repayments of annual deposits should be made thereout.

4. That the whole amount of brokerage chargeable to suitors should be carried over and placed to the credit of the chancery income and expenditure account, and that the broker's remuneration should be paid thereout.

5. That the chancery income and expenditure account should be annually balanced on the 1st of October (the day of balancing the suitors' accounts).

6. That the income tax on the salaries, pensions, and compensation, charged upon the amalgamated account, and on any other moneys payable thereout, liable to income tax, should be deducted by the Accountant-General, and paid over by him to the Commissioners of Inland Revenue, less the amount of income tax deducted by the Bank on the dividends of stock payable to the amalgamated account.

7. That the custody of parliamentary deposits under 9 & 10 Vict. c. 20 should be transferred from the Accountant-General's department to the Board of Trade or some other public office.

8. That the provisions contained in the 16 & 17 Vict. c. 68 authorising investigations to be made into suitors' unclaimed accounts, should be varied, and that such investigations should be made on the 1st of October in every year, and should be extended to all accounts not dealt with for ten years, instead of being limited to stock account, and should also be extended to accounts where the only dealing has been the investment o dividends.

9. That at the time of annually balancing the suitors' accounts, there should be transferred to a separate ledger and carried to the chancery income and expenditure account balances not exceeding £2 on any accounts, and also balances exceeding £5 on any accounts not dealt with during the preceding year, and that any amount so carried over, with any dividends accrued thereon that may be reclaimed should be made good out of the same account.

10. That the annual balance-book should be continued to be made up, and after being signed by the chief clerk of the Accountant-General should be deposited on or before the 1st of November in each year in the Record Office at the Rolls.

11. That purchases and sales of stock on fund A. should be so regulated in amount as to affect the market as little as possible.

12. That all fees payable into the Suitors' Fee Fund account should be collected by stamps.

The report is signed by the Earl of Argyle, Lord Kingsdown, Vice-Chancellor Sir William Page Wood, Mr. R. W. Crawford, Mr. P. W. Rogers, one of the Registrars of the Court, Mr. G. W. Anderson, Mr. W. Strickland Cookson, and Mr. Edwin W. Field.

Lord Kingsdown agrees in the report except so far as it proposes, "to establish a system of audit in place of the check hitherto afforded by the duplicate causewise accounts kept at the Bank." From that proposition his Lordship dissents for the following reasons:—

The present system has been tried for a long series of years in keeping accounts in vast numbers and of great complication and magnitude, and has been found practically efficient, and I am not satisfied that the system now proposed would afford greater, or even equal, security.

It is contemplated by this plan "that the office of auditor should be held by a person of legal acquirements, assisted by a staff of competent accountants." I have a strong objection to the introduction of a new set of salaried officers into the court, unless in a case of absolute necessity.

I think the establishment of a branch office of the Bank of England in the immediate neighbourhood of the Accountant-General's office will be a very great convenience to the suitors in chancery; but I cannot see any sufficient reason why the change proposed in the keeping and checking accounts is essential to the attainment of that object. K.

Mr. Crawford dissents from so much of the report as relates to the proposed establishment of a deposit account.

PUBLIC COMPANIES.

PROJECTED COMPANIES.

We extract the following from a recent number of the *Times*:—

The following letter relates to the resolution recently adopted by the Stock-Exchange Committee with regard to the system on which settling days in new companies are hereafter to be named. It will be a mistake if the committee, after the criticism to which they subjected themselves by their recent course in the question of the Australian and Eastern Navigation Company, attempt in future cases to exercise judicial power. Their true and only function consists in making it understood that, into whatever bargains the members of the Stock-Exchange may think fit to enter, the fulfilment of those bargains to the utmost point shall be

enforced. They are contracted voluntarily, and if at any time suspicions of fraud or conspiracy arise, those who feel themselves aggrieved have every facility for immediate redress in the proper courts of equity. For the promoters of companies to be exposed to a double fire, and to have simultaneously to answer the Court of Chancery and the Stock-Exchange Committee, is inconsistent with every idea of fairness or straightforward business, especially as a clearance in the Court of Chancery is not accepted by the Stock-Exchange Committee as a sufficient proof that the defendants are innocent. Moreover, whatever may be the interests of promoters or directors in this question, it is still much more for the interests of the committee and of the Stock-Exchange generally that they should escape all necessity for the future of entering on such proceedings. Even taking for granted that the judgment they arrived at in the case of the Australian and Eastern Company was free from the faintest bias, the facts—1, that they are known for years past to have tolerated the system of compelling promoters to buy shares in order to "make a market;" 2, that this operation has never been called in question, except when it has been found that the Stock-Exchange dealers have sold more shares than it was convenient for them to deliver; 3, that several of the dealers who were largely interested in a settlement being refused sat upon the committee, and, of course, influenced its tone, although they may have abstained from the final vote; and, lastly, that a copy of the charges and evidence brought against the company were absolutely withheld from the defendants—must be liable to lay the committee open to remark from any captious or other persons who may decline to believe that when sitting in the committee-room they are wholly removed from every atmosphere except that where pure elemental justice can alone prevail. However unfounded any such distrust may be, the committee should be glad to escape all possibility of being exposed to it. Under the best circumstances, amateur courts of law and equity are unsatisfactory, and if it be found that those who have dealings in the shares or bonds of any of the enterprises that now represent the commercial vigour and activity of the country must submit to the chance of their transactions being rendered void or otherwise, and to their proceedings being stigmatised by such a body, there will be the ultimate danger of another Exchange being established, free from all control, except the simple one that no one shall be admitted or remain a member of it who at any time or on any pretext, except such as he can show to be valid in a court of law, declines to fulfil his bargains to the letter:—

"Sir,—Before the resolution of the Stock-Exchange Committee, as to dealings in new shares, is confirmed, will you point out that, as it stands, the committee may refuse a settlement if only an allegation of fraud or misrepresentation has been submitted to them? As it is notorious that the committee refuse to furnish the accused with a copy of the accusations or the names of the accusers, the object of this resolution requiring no proof of the truth of the allegations of fraud is open to misconception. In one of the bills recently filed against the Australian Navigation Company, charges of fraud and misrepresentation were very freely made, but the plaintiff was, apparently, glad to withdraw his bill long before he could be called upon for evidence. Under the proposed new rule the allegation alone might prevent any settlement if the 'account' happened to turn the wrong way. "X."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CALVERLEY—On April 5, at 17, Devonshire-terrace, Hyde-park, the wife of Charles Stuart Calverley, Esq., of the Inner Temple, of a son.

JOHNSON—On Feb. 26, at Meerut, North-West Provinces of India, the wife of C. H. Ross Johnson, Esq., of the Inner Temple, Barrister-at-Law, of a son.

REED—On April 11, at the Elephant and Castle, Newington, the wife of Theophilus Haythorne Reed, Esq., Solicitor, of a daughter.

SPANKIE—On Feb. 26, at Jounpore, the wife of Robert Spankie, Esq., Judge of that place, of a son.

MARRIAGES.

BULLOCK—WHIPHAM—On April 5, at the parish church, Chiswick, the Rev. Richard Bullock, M.A., Oxon, second son of the late Edward Bullock, Common Serjeant of the City of London, to Ada, youngest daughter of the late Thomas Henry Whipham, Esq., of Lincoln's-inn, Barrister-at-Law.

COSENS—WHITAKER—On April 7, at the parish church, Hurst, the Rev. Edward Hyde F. Cosens, of Shepton Mallet, to Caroline Emily, eldest daughter of E. T. Whitaker, Esq., of Lincoln's-inn-fields, London, and Hinton, Berkshire.

WALFORD—BEDDALL—On April 9, at St. George's, Hanover-square, Cornelius Walford, Esq., of Little-park, Enfield, Barrister-at-Law, to Eliza, eldest daughter of Thomas Beddall, Esq., of Finchingfield, Essex.

DEATHS.

ARNOTT—On April 5, at No. 1, St. Vincent-street, Edinburgh, John Arnott, Esq., Writer to the Signet, aged 69.

BLOMFIELD—On April 8, at No. 2, Cavendish-street, South Lambeth, James Blomfield, Esq., late Chief Clerk in the Sheriff of Surrey's office, New-inn, Strand, aged 74.

JOSEPH—On April 5, at Scarborough, Nathaniel Joseph, Esq., of Serle-street, Lincoln's-inn, Barrister-at-Law.

SANDERS—On April 6, at West House, Edgbaston, Warwickshire, Georgiana Frances, wife of George Williams Sanders, Esq., Her Majesty's Commissioner for the District Court of Bankruptcy at Birmingham.

VEAL—On April 9, at Belle Vue Cottage, Hampstead, Elizabeth, widow of John Veal, Esq., late of the Record and Writ Clerk's office, Chancery-lane, aged 69.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

FALCON, GORDON THOMAS, Rear-Admiral Royal Navy. £2.4·3 19s. 11d. Consols.—Claimed by Charles Falcon and Jeffery William Johnson, Executors of G. T. FALCON.

THORP, THOMAS, King-street, Cheapside. Esq. £100 4s. 5d., Reduced Three per Cent. Annuities.—Claimed by Jonathan Thorp, surviving executor.

TOOTAL, HENRY, York-place, Portman-square, Esq. £200 New Three per Cents.—Claimed by said Henry Tootal.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, April 8, 1864.

Smith, Henley, Geo Alliston, & Henley Grose Smith, 4 Warnford ct, London, Attorneys and Solicitors. March 24. By mutual consent so far as regards the said Henley Smith.

Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, April 8, 1864.

Metropolitan Cab and Carriage Company (Limited).—Vice-Chancellor Wood has appointed Wm Thos Hemming, Pilgrim-st, Ludgate-hill, Accountant, official liquidator of this company. Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, if any, to said official liquidator.

Northern Bengal Tea Company (Limited).—The Master of the Rolls has fixed May 2 at 12, for the appointment of an official liquidator of this company.

Ripponden and District Spinning Company (Limited).—Petition for winding up, presented March 30, will be heard before the Master of the Rolls on April 23. Emmet & Son, Bloomsbury-sq; Wavell & Co, Halifax.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 8, 1864.

Barnard, Thos Hills, Singlewell, Northfleet, Kent, Farmer. May 24. Poole, Bartholomew-close.

Birch, John Wm Newell, Henley-on-Thames and Cavendish-sq, Esq. May 21. Birch & Ingram, Lincoln's-inn-fields.

Calvert, Lavinia Frances Jane, William-st, Lowndes-sq, Spinster. June 9. Probert & Wade, Saffron Walden.

Carter, Robt, Camden-rd-villas, Holloway, Esq. May 9. Robinson & Haycock, Charterhouse-sq.

Farmer, John, Kingswinford, Stafford, Gent. May 31. Collis, Stourbridge.

Flower, Martha, Manor-st, Clapham. June 1. Beddome, Nicholas-lane.

Furner, Arthur, Falmer, nr Lewes, Esq. May 9. Robinson & Haycock, Charterhouse-sq.

Garnier, Wm, Rookesbury, Southampton, Esq. July 30. Gunner, Bishop's Waltham.

Horsley, David, Kingston-upon-Hull, Shipowner. June 1. Atkinson, Hull.

Joel, Geo, Sheffield, Steel Melter. May 25. Vickers, Sheffield.

Jones, Arthur, Clerk in Public Bill Office, House of Commons. July 8 Coulthurst, New-inn.

King, Wm, White Horse-lane, Stepney, Surgeon. June 1. Baddeley & Son, Leman-st.

Munday, John, Clifton-rd East, St John's-wood, Gent. May 14. Joseph Munday, Fawley, Southampton, Administrator.

Taylor, John, Sheffield, Plumber and Painter. May 25. Vickers, Sheffield.

Williams, Francis, Worcester, Grocer. June 1. Bedford, Worcester.

Williams, Letitia, Nobridge, nr Market Drayton, Spinster. June 7. Minor, Manch.

Wood, Joseph, Uttoxeter, Grocer. May 7. Thacker, Cheadle.

TUESDAY, April 12, 1864.

Atherton, Sir Wm, Knight, Westbourne-ter. June 1. Bell, Bedford-row.

Crompton, John, Bury, Fire Brick Maker. June 1. Watson, Bury.

Donovan, Hy Dougizs, Cardiff. May 21. Salmon, Cardiff.

Down, Hy, Southampton, Master Mariner. June 1. Watson, Cannon-st.

Edwards, Hy, Tutbury, Stafford, Surgeon. May 1. Richardson & Small, Burton-upon-Trent.

Hare, Hy, Beeston, nr Leeds, Gent. June 1. Hick & Jones, Leeds.

Hare, Mary, Beeston, nr Leeds, Widow. June 1. Hick & Jones, Leeds.

Nutt, Wm, Moseley, Kings Norton, Worcester, Builder. May 5. Harrison & Wood, Birm.

Perram, Geo, Fortiss-ter, Kentish-town, Gent. June 24. Jennings, New Boswell-ct.

Plumley, Peter, Brighton, Solicitor. June 24. Wright, Lincoln's-inn-fields.

Pooles, Mary, Kimbolton, Huntingdon, Widow. May 10. Watts & Sons, St Ives.

Roberts, Julia Anna, Weymouth-st, Portland-pl, Widow. June 1. Lowless & Co, Hatton-ct.

Smithyman, Harriet, Wolverhampton, Widow. June 1. Manby, Wolverhampton.

Smithyman, Harriot, Newbridge, near Wolverhampton, Spinster. June 1. Manby, Wolverhampton.
Wells, Richd, Aston, Warwick, Gent. May 5. Harrison & Wood. Birm.
Whately, Right Hon and Most Rev Richd, Lord Archbishop of Dublin. May 15. Birch & Ingram, Lincoln's-inn-fields, and Carroll, Dublin.
Wordley, Jas, Lpool, Jeweller. April 22. Harvey & Co, Lpool.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 8, 1864.

Groome, Geo, Shrewsbury, Gent. May 5. Poole *v* Barker, M.R.
Jones, Hy, Cardiff, Innkeeper. April 30. Jones *v* Jones, M.R.
Proctor, Jas, Chepstow, Monmouth, Esq. April 25. Howell *v* Thomas, M.R.
Spearman, Hy John, Burn Hall, Durham, Esq. May 2. Armstrong *v* Scruton, V.C. Stuart.

TUESDAY, April 12, 1864.

Biggs, Hy, Chesterton, Cambridge, Cook of St Peter's College, Cambridge. May 23. Biggs *v* Biggs, M.R.
Burbery, Wm, Coventry, Watchmaker. May 2. Read *v* Burbery, V.C. Kindersley.
Gibbons, Ann, Stone, Worcester, Widow. May 6. Gibbons *v* Gibbons, M.R.
Golding, Jas, Halstead, Essex, Ironmonger. May 6. Marriage *v* Golding, M.R.
Groome, Wm, Shrewsbury, Gent. May 5. Poole *v* Barker, M.R.
Lawrence, Eliz, Richmond, Surrey, Widow. May 9. Chitty *v* Chitty, M.R.
Meader, Hy, Gt Canford, Dorset, Victualler. April 30. Meader *v* Meader, M.R.
Phillips, Chas Hy, Trafalgar-sq, Brompton, Surgeon. May 21. Gamlen *v* Phillips, V.C. Stuart.
Rollo, Mary Elder, Old Tiverton-rd, Exeter, Spinster. May 21. Telfair *v* Rollo, V.C. Stuart.
Russell, Mary, Harmondsworth, Middx, Widow. May 4. Russell *v* Tollit, M.R.
Sharp, Joseph, Tichborne Down, Ariesford, Hants, Yeoman. May 6. Hall *v* Stubbs, V.C. Kindersley.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 8, 1864.

Bayley, Hy, Congleton, Ribbon Manufacturer. April 1. Comp. Reg April 6.
Beans, Geo, Park-pl, Kennington, Corn Factor. March 24. Asst. Reg April 5.
Bell, Jas, Whitby, Currier. March 9. Conv. Reg April 6.
Bennett, Thos Wain, Birkenhead, Brick Maker. April 5. Comp. Reg April 6.
Bloxsome, Joseph, Woodbridge, Suffolk, Draper. March 30. Re-asst. Reg April 6.
Bremer, Emily, Manch, Juvenile Outfitter. March 9. Asst. Reg April 6.
Byford, Edwd, Lpool, Fruit Broker. March 10. Asst. Reg April 6.
Colah, Hy, Portsea, Builder. March 11. Conv. Reg April 7.
Cozen, Thos, Birm, Cattle Dealer. March 11. Comp. Reg April 5.
Filkin, Benj, Tettenhall, Stafford, Blacksmith. March 15. Asst. Reg April 7.
Fryer, Alex, Heckmondwike, York, Hatter. March 14. Comp. Reg April 6.
Gardener, Eliz, Finsbury-pl North, Dealer in Berlin Wool. March 24. Conv. Reg April 7.
Goor, Chas Coleman Van, Croydon, Victualler. March 16. Conv. Reg April 7.
Green, Jas Wm, St Paul's-buildings, London, Importer of Goods. March 24. Asst. Reg April 7.
Hair, Geo, & Geo Kennington Hair, Kingston-upon-Hull, Corn Factors. March 9. Comp. Reg April 6.
Hales, Geo Wardle, Lpool, Druggist. March 24. Comp. Reg April 7.
Hawkins, Wm Fisher, Belper, Derby, Corn Merchant. March 11. Comp. Reg April 6.
Hudson, Augustine Hy, Jewin-st, London, Leather Merchant. March 14. Conv. Reg April 7.
Hyams, Woolf, Portsea, Auctioneer. March 31. Comp. Reg April 7.
Jenkins, David, Pontardawe, nr Swansea, Grocer. March 24. Asst. Reg April 6.
Langer, Wm, Ringwood, Hants, Tailor. April 6. Conv. Reg April 7.
Langstaff, Thos, Malton, York, Milliner. April 7. Asst. Reg April 7.
Lavery, Michael, Lpool, Leather Dealer. March 31. Comp. Reg April 7.
Leck, John, Greenodd, Lancaster, Hooper. March 10. Asst. Reg April 6.
Lilley, Thos, North Shields, Draper. March 14. Asst. Reg April 5.
Lundy, John Sayer, Houndsditch, Clothier. March 4. Asst. Reg April 6.
Marsden, Thos, Manch, Cabinet Maker. March 24. Conv. Reg April 8.
Marshall, Joseph, Leeds, Cloth Merchant. March 12. Comp. Reg April 7.
McHutchon, Peter, & Thos McHutchon, Lpool, Drapers. March 16. Asst. Reg April 6.
Nuthall, Danl, King's Lynn, Grocer. March 11. Conv. Reg April 7.
Peel, Jas, Holbeck, nr Leeds, Fulling Miller. March 18. Asst. Reg April 8.
Ronchetti, Joseph, York, Goldsmith. March 1. Comp. Reg April 5.
Rostron, Edwd, Rawtenstall, Lancaster, Druggist. March 16. Comp. Reg April 7.
Sayer, John, Birm, Merchant. March 14. Comp. Reg April 6.
Simmonds, Nevil, Harrington-st, Hampstead-road, Builder. March 12. Asst. Reg April 6.
Stubington, Jeremiah, Soberton, Hants, Baker. March 11. Conv. Reg April 7.
Stubbs, Joseph, Lpool, Seed Merchant. March 31. Comp. Reg April 7.
Suttle, Leonard Wm, The Park, nr Ross, Farmer. March 18. Conv. Reg April 6.
Walker, Geo, Hulme, Manch, Boot Maker. March 4. Conv. Reg April 7.
Wykes, Wm, Auction Mart Coffee-house, London, Victualler. March 9. Conv. Reg April 6.

TUESDAY, April 12, 1864.

Ashworth, Hall, & Jas Ashworth, High Broughton, Lancaster, Picker Makers. March 15. Conv. Reg April 11.
Bamber, Felix Oswald, Louth, Grocer. March 16. Conv. Reg April 12.
Baynes, Hy, Budge-row, Cannon-st, Stationer. March 11. Asst. Reg April 7.
Brixey, Geo, Southampton, Confectioner. April 6. Comp. Reg April 8.
Bustard, Wm Chas, & John Paterson Lamb, Manch, Manufacturing Chemists. March 12. Conv. Reg April 11.
Carpenter, Wm, Brunswick-sq, Middx, Gent. April 11. Conv. Reg April 12.
Charlesworth, Jas, Buglawton, Chester, Victualler. March 18. Conv. Reg April 8.
Codling, Nicholas, West Boldon, Durham, Farmer. March 22. Conv. Reg April 8.
Cuthbert, Fredk, East Harling, Norfolk, Corn Merchant. March 11. Comp. Reg April 8.
Davies, Joseph, Newport, Monmouth, Boot Maker. March 23. Comp. Reg April 11.
Elmes, John Langford, Nottingham, Hosier. March 17. Comp. Reg April 11.
Elliott, Thos, Rudgwick, Sussex, & Wm Elliott, Farmers. March 12. Comp. Reg April 8.
Ford, Joseph, Sheffield, Printer. March 23. Conv. Reg April 11.
Gimber, Jas, Upper Marylebone-st, Cheesemonger. April 7. Comp. Reg April 11.
Hacker, John, Rochampton-st, Pimlico, Grocer. March 19. Conv. Reg April 8.
Jones, Stephen Colin, Bridgwater, Tailor. March 18. Conv. Reg April 11.
Leighton, Enoch, Bradley-ter, Wandsworth-rd, Boot Maker. March 11. Comp. Reg April 7.
Lott, Eliz, Ipswich, Milliner. March 21. Asst. Reg April 9.
Miles, Edwd, Lpool, Printer. March 12. Conv. Reg April 8.
Neville, Wm, & Edmund Johnson, Nottingham, Lace Manufacturers. March 30. Comp. Reg April 9.
Prockter, Joseph, & Wm Boden, Manch, Waste Dealers. March 29. Comp. Reg April 8.
Redman, Jas, Stansfield, Farmer. April 2. Asst. Reg April 11.
Roberts, Robt Wm, Dorset-st, Portman-sq, Reporter. Feb 29. Arrt. Reg March 19.
Soans, Richd, Darlington, Druggist. March 17. Conv. Reg April 9.
Timewell, Wm Thos, Woodchester-st, Paddington, Agent for Sale o Cement. March 31. Conv. Reg April 11.
Ward, Richd, Oxford, Draper. March 22. Asst. Reg April 9.
Waters, Edmond, Coventry, M.D. March 29. Asst. Reg April 11.
Webster, John, Leicester, Hosier. March 21. Conv. Reg April 11.
Williams, John, Greenfield, near Holywell, Flint, Bookkeeper. March 28 Comp. Reg April 9.
Woodworth, Thos, Birkenhead, Bootmaker. March 14. Conv. Reg April 9.

Bankrupts.

FRIDAY, April 8, 1864.

To Surrender in London.

Crozier, Edwd, Albany-st, Regent's-park, Baker. Pet April 1. April 19 at 2. Hurford & Taylor, Furnival's-inn.
Elstone, Wm, Arundel, Sussex, Bookseller. Pet April 5. April 26 at 11. Murton, Austin-friars.
Fardell, Geo, Frederick-st, Islington, Clerk in the General Post-office. Pet April 5. April 25 at 12. Drew, New Basinghall-st.
Hampton, Geo, Coopersale, nr Epping, Farm Bailiff. Pet April 4. April 26 at 11. Beard, Basinghall-st.
Hubbard, Alfred Edwd, Pennyfields, Poplar, Bottled Beer Merchant. Pet April 4. April 25 at 12. Jay & Pilgrim, Bucklersbury.
Jacobson, Alfred, Houndsditch, Clothier. Pet April 4. April 19 at 2 Ablett, Basinghall-st.
Jarvis, Jas, Surbiton, Surrey, Painter. Pet April 4. April 19 at 12. Olive, Portsmouth-st.
Mapplethorpe, Saml Thos, Gt Portland-st, Tailor. Pet April 5. April 26 at 11. Gold & Low, Whitefriars-st.
Meaden, Robt Kellaway, Bridge-avenue, Hammersmith, Commercial Traveller. Pet April 5. April 26 at 11. Anderson & Co, Gt James-st.
Mercer, Wm Austin, Child's-hill, Hendon, Builder. Pet April 6. April 19 at 12. Branwell, Scott's-yard.
Mills, Thos, Marylebone-rd, Glass Stainer. Pet April 6. April 25 at 1. Reece & Holgate, Southampton-bldgs.
Moss, Thos Gishford, Bermondsey-sq, Bermondsey, Iron Plate Worker. Pet April 6. April 25 at 2. Munday, Essex-st.
Paine, Wm, Fleet-lane, Baker. Pet April 5. April 19 at 1. Angell, Guildhall-yd.
Sharp, Thos, Southampton-row, Russell-sq, Retired Major of Hon. E. I. Co. Pet April 4. April 23 at 11. Hill, Basinghall-st.
Upjohn, Edw, Lower Belgrave-st, Eaton-sq, Dairyman. Pet March 19. April 23 at 11. Smith, Staple-inn.
Wigg, Dawson Fredk, St Peter-st, Islington, Publican. Pet April 4. April 19 at 1. Edwards, Chancery-lane.
Williams, Wm, Dunning's-alley, Bishopsgate-st, Cabinet Maker. Pet April 5. April 19 at 1. Taylor & Jaquet, South-st, Finsbury-sq.
Wright, Thos Farnbrough, Clerkenwell-close, Victualler. Pet April 6, April 19 at 1. Lewis & Lewis, Ely-pl.

To Surrender in the Country.

Allwood, John Wm, Sheffield, Professor of Music. Pet April 6. Sheffield, April 20 at 1. Broadbent, Sheffield.
Aspden, Jas Kirkham, Gt Bolton, Lancaster, Clogger. Pet April 5. Bolton, April 27 at 10. Edge, Bolton.
Bailes, Joseph, North Shields, Leather Seller. Pet April 6. Newcastle-upon-Tyne, April 22 at 12. Tinley & Co, North Shields.
Bent, Edwd Stanley, Hulme, Manch, Attorney-at-Law. Pet March 30. Manch, April 20 at 12. Cartwright, Chester.
Buckton, Wm Hy, Kingston-upon-Hull, Corn Factor. Pet April 2. Kingston-upon-Hull, April 20 at 12. Summers, Hull.
Callaghan, Thos, Lpool, Cattle Dealer. Pet March 26 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Capper, Geo, Middlewich, Chester, Publican. Pet April 2. Northwich, April 23 at 10. Cooke, Winsford.
Carter, Thos Hy, Lpool, Comm Traveller. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Davenport, John Aldersey, Swanlow, Chester, Salt Merchant. Pet April 4. Lpool, April 21 at 12. Cooke, Winsford.

Dawson, Edwd, Hartshill, Stoke-upon-Trent, Comm Agent. Pet March 31. Stoke-upon-Trent, April 23 at 11. Litchfield, Newcastle.
Dugdale, Roger, Bury, Joiner. Pet April 6. Bury, April 20 at 12. Anderton, Bury.
Emett, Thos, Fulwood, near Preston, Drysalter. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Evans, Susan, Wentnor, Salop, Farmer. Pet April 1. Bishop's Castle, April 22 at 12. Hughes, Shrewsbury.
Farmer, Jas, Taunton, Bootmaker. Pet April 5. Taunton, April 23 at 12. Trenchard. Taunton.
Flemming, Thos Hy, Freshford, Somerset, M.D. Pet April 5. Bristol, April 22 at 11. Cruttwell, Bath, and Press & Inskip, Bristol.
Freeborough, John, South Retford, Nottingham, Gardener. Pet April 6. East Retford, April 20 at 10. Bladon, Gainsborough.
Garratt, Chas, Longsight, Lancaster, Comm Clerk, Pet April 5. Manch, April 20 at 9.30. Sale & Co, Manch.
Gaved, Thos, St Austell, Cornwall, Clay Agent. Pet April 6. Exeter, April 20 at 1. Meredith, St Austell, and Hirtzell, Exeter.
Goldberg, Gustav, Manch, Travelling Jeweller. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Goodisan, Thos, Sheffield, Chemist. Pet April 4. Sheffield, April 20 at 1. Broadbent, Sheffield.
Goss, Wm Adams, Ellacombe, Torquay, Builder. Pet April 5. Exeter, April 20 at 11. Hooper, Torquay, and Head, Exeter.
Grummitt, Joseph, Kingston-upon-Hull, Comm Agent. Pet March 31. Kingston-upon-Hull, April 20 at 12. Holden & Son, Hull.
Hair, Edwin, Birm, Tobacconist. Pet April 4. Birm, May 3 at 10. James & Griffin, Birm.
Hall, Geo, Walmersley-cum-Shuttleworth, nr Bury, Quarryman. Pet March 24 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Hartley, John Hargreave, & Robert Hinchcliffe, Leeds, Cloth Finishers. Pet April 6. Leeds, April 21 at 11. Simpson, Leeds.
Hayhurst, Richd, Rawtenstall, nr Manch, Cotton Waste Dealer. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Heath, John, Walesby, Nottingham, Cordwainer. Pet April 4. Worksop, April 18 at 11. Clough, Worksop.
Hey, Robt, Pilling, nr Fleetwood, Lancaster, Dealer in Potatoes. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Jackson, Harry, Lpool, Master Mariner. Pet March 24 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
King, John Powell, Birm, out of business. Pet April 5. Birm, May 3 at 10. Parry, Birm.
Lane, Robt Blanchflower, Norwich, Stonemason. Pet April 5. Norwich, April 20 at 11. Miller, Norwich.
Lawrence, Edwd, Bourne, Lincoln, Comm Agent. Pet April 6. Birm, April 26 at 11. Law, Stamford.
Longley, John, Rainham, Kent, Grocer. Pet April 2. Sittingbourne, April 23 at 10. Wates, Gravesend.
Low, Hy Thos, North Shields, Steamboat Owner. Pet April 6. Newcastle-upon-Tyne, April 22 at 12. Tinley & Co, North Shields.
Mills, Saml, Kingston-upon-Hull, Innkeeper. Pet March 28. Kingston-upon-Hull, April 11 at 11. Iveson, Hull.
Minchew, Chas, Birm, Packing Case Maker. Pet April 5. Birm, May 3 at 10. Parry, Birm.
Oliver, Benj, Kingston-upon-Hull, Bricklayer. Adj March 16. Kingston-upon-Hull, April 16 at 11.
Parker, Wm, Newcastle-upon-Tyne, Comm Traveller. Pet April 4. Newcastle, April 20 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Parkin, Uriah, Ecclesfield, York, Coal Miner. Pet April 5. Sheffield, April 20 at 1. Hirst, Rotherham.
Parkinson, Wm, Lpool, Cabinet Maker. Pet April 6. Lpool, April 18 at 3. Grocott, Lpool.
Piggott, John, Skelmersdale, Lancaster, Farmer. Pet Feb 19. Lpool, April 19 at 12. Catterall, Preston, and Tyndal, Lpool.
Porteous, Wm, Brighton, Travelling Draper. Adj March 21. Brighton, April 20 at 11. Aldridge.
Preston, Patrick, Lpool, Boot Dealer. Pet March 25 (for pau). Lancaster April 29 at 10. Gardner, Manch.
Riley, Edgar, Accrington, nr Blackburn, Organist. Pet March 24 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Riley, Geo, Edmondson Riley, and Richd Riley, Burnley, Fellmongers. Pet April 4. Manch, April 19 at 11. Buckhouse & Whittam, Burnley, or Cobbett & Wheeler, Manch.
Roberts, Anne Farrar, Lpool, Lodging-house Keeper. Pet April 6. Lpool, April 19 at 3. Wilson, Lpool.
Roberts, John, Everton, Lancaster, Builder. Pet April 6. Lpool, April 20 at 3. Rymer, Lpool.
Schofield, Jas, Lpool, out of business. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Searle, John, March, Cambridge, Confectioner. Pet April 2. March, April 21 at 12. Gaches, Peterborough.
Shaw, Nathan, Bolton, Cotton Waste Dealer. Pet March 24 (for pau. Lancaster, April 29 at 10. Gardner, Manch.
Sidebottom, John, Rochdale, Hard Waste Spinner. Pet April 4. Manch, April 19 at 11. Standring, Rochdale.
Smith, Fredk Thos, Hereford, Herbalist. Pet April 5. Hereford, April 25 at 11. Garrold, Hereford.
Stott, Wm Thos, Manch, Assistant to a Comm Agent. Pet March 25 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Sturgess, Geo, Newport, Salop, Painter. Pet April 5. Newport, April 20 at 11. Smallwood, Newport.
Taylor, Thos, Manch, Farm Labourer. Pet March 24 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Thorley, Saml, Hammersley Hays, Cheadle, Beerseller. Pet April 4. Birm, April 18 at 12. Bagshawe, Uttoxeter, and Smith, Birm.
Triptree, Jas, Yeovil, Glove Manufacturer. Pet April 6. Yeovil, April 22 at 11. Watts, Yeovil.
Unsworth, Jas Reddish, Bradshaw, nr Bolton-le-Moors, out of business. Pet March 26 (for pau). Lancaster, April 29 at 10. Gardner, Manch.
Walton, John, jun, Great Habton, York, Corn Miller. Pet March 30. Leeds, April 25 at 11.15. Jagger, New Malton, Dale, York, and Bond & Barwick, Leeds.
Webb, Amos, Tewkesbury, Provision Dealer. Pet April 6. Bristol, April 22 at 11. Winterbotham, Tewkesbury, and Abbott & Co, Bristol.
Wilkinson, John, Blackford-bridge, nr Bury, Victualler. Pet April 4. Bury, April 20 at 11. Harper & Dodds, Bury.
Williams, Hy, Caellebba, Bangor, Builder. Pet April 6. Lpool, April 19 at 12. Evans & Co, Lpool.

TUESDAY, April 5, 1864.

To Surrender in London.

Aldridge, Sarah, Three Crown-sq, Southwark, Fruit Dealer. Pet April 11. April 23 at 12. Dalrymple, Bow-lane.
Andrews, John Holman, Bedford-sq, Merchant. Pet March 24. April 26 at 1. Howell, Cheapside.
Austen, Geo, Faversham, Miller. Pet April 8. April 26 at 11. Doyle, Gray's-inn.
Barnett, Bennett, Burlington-gardens, Picture Dealer. Pet April 9. April 26 at 12. Lawrance & Co, Old Jewry.
Barrett, Saml, Blendon-row, Walworth, Fish Curer. Pet April 9 (for pau). April 26 at 12. Aldridge.
Bruce, John, H.M.S. Alacrity, Sheerness, Engineer. Pet April 8. April 26 at 12. Harrison & Lewis, Old Jewry.
Chandler, Wm, Guilton Ash, Kent, Potatoe Dealer. Pet April 6. April 26 at 11. Todd, Newgate-st.
Coghill, Wm, Edgware-rd, Cheesemonger. Pet April 6. April 26 at 12. Cooke, King-st.
Corbett, Thos, Berkeley-st, Lambeth, Carpenter. Pet April 9 (for pau). April 26 at 12. Aldridge.
Dew, Moses, Gamlingay, Cambridge, Farmer. Pet April 8. April 26 at 12. Parker & Co, Bedford-row, and Day, St Neots.
Dyett, Chas Nathnl, Myatt-st, Camberwell, Master Mariner. Pet April 8. April 26 at 12. Bennett, Mark-lane.
Edmonds, Chas, Gt Western-rd, Paddington, Contractor. Pet April 7. April 26 at 11. Aikman, Guildhall.
Evans, Edw, King William's-pl, Hammersmith, Poulterer. Pet April 8. April 26 at 11. Padmore, Water-st.
Malliarachi, Minus, Ramsgate, Mariner. Pet April 8 (for pau). April 26 at 12. Aldridge.
Payne, Jas, Uxbridge, Linendraper's Assistant. Pet April 9. April 26 at 1. Chauntley & Crouch, Gray's-inn, and Gardiner, Uxbridge.
Ripley, Abraham, Brook-st, Lambeth, Engineer. Pet April 9 (for pau). April 26 at 12. Aldridge.
Ruddle, Wm, Stockwell, Surrey, out of business. Pet April 8. April 23 at 12. Marshall, Hatton-garden.
Stevens, Fredk Kennedy, London-st, Fitzroy-sq, Upholsterer. Pet April 8 (for pau). April 23 at 11. Aldridge.
Taylor, Hy Fredk, De Beauvoir-crescent, Kingsland, Shipowner. Pet April 7. April 23 at 1. Coleman & Bradley, Fenchurch-st.
Tierney, Matthew, New North-rd, Islington, Wire Worker. Pet April 7. April 26 at 11. Webb, Jewry-st.
Truman, Geo Fredk, St James'-rd, Bermondsey, out of business. Pet April 9. April 26 at 1. Doyle, Gray's-inn.
Turner, Jas Wm, Lower Phillimore-pl, Kensington, Surgeon. Pet April 7. April 26 at 11. Brewer, Philpot-lane.

To Surrender in the Country.

Alton, Geo, Basford, Collier. Pet April 8. Nottingham, May 25 at 11. Smith, Nottingham.
Barling, Edwin, Ledbury, Hereford, Veterinary Surgeon. Pet April 7. Ledbury, April 25 at 12. Reece, Ledbury.
Bloor, Wm Edwin, Manch and Lpool, Draper. Pet April 8. Manch, April 22 at 9.30. Grundy, Manch.
Bradley, Saml Chas, Burnham Westgate, Norfolk, Schoolmaster. Pet April 8. Little Walsingham, April 28 at 2. Drake, East Dereham.
Bridle, Wm Hy Tucker, Exeter, Stationer. Pet April 8. Exeter, April 22 at 11. Campion, Exeter.
Buckley, Chas Fredk, Saddleworth, York, Innkeeper. Pet April 7. Saddleworth, April 26 at 10. Ascroft, Oldham.
Cleaver, Thos, East Harrietsham, Kent, Bricklayer. Pet April 7. Maidstone, April 19 at 11. Goodwin, Maidstone.
Coleman, Wm, Exeter, Railway Clerk. Pet April 8. Exeter, April 22 at 11. Campion, Exeter.
Darwen, Edmund, Birm, Merchant. Pet April 7. Birm, May 3 at 12. Smith, Birm.
Elkins, Wm Jas, Newport, Isle of Wight, Smith. Pet April 6. Newport, April 23 at 11. Beckingsale, Newport.
Evans, Evan, St Helen's, Lancaster, Draper. Pet March 23. Lpool, April 22 at 11. Haigh & Deane, Lpool.
Greenwood, John, Hunslet, Leeds, Publican. Pet April 11. Leeds, April 25 at 11.15. Simpson, Leeds.
Hay, Geo Wilson, Worcester, Seed Merchant. Pet April 11. Birm, May 6 at 12. Wilson, Worcester.
Hudson, John, East Stockwith, Lincoln, Labourer. Pet April 1. Gainsborough, April 19 at 11. Bladon, Gainsborough.
Linnett, Francis, Newbold-on-Avon, nr Rugby, Innkeeper. Pet April 9. Rugby, April 26 at 11. Griffin, Leamington Priors.
Luff, Dani, H.M.S. Asia, Portsmouth. Pet April 8. Portsmouth, April 26 at 11. Paffard, Portsea.
Massingham, Wm, Boston, Brewer. Pet April 9. Nottingham, April 26 at 11. Staniland & Wigelsworth, Boston.
McLellan, John, Stoke-upon-Trent, Draper. Pet April 7. Stoke-upon-Trent, April 23 at 11. Crabb, Rugeley.
Mills, Chas, Worcester, Machinist. Pet April 7. Worcester, April 26 at 11. Wilson, Worcester.
Ogden, Abraham, Hulme, Lancaster, Furniture Broker. Pet April 8. Salford, April 23 at 9.30. Ambler, Manch.
Parker, John, Sheffield, Corn Dealer. Adj Jan 18. Sheffield, May 4 at 12. Mason, Sheffield.
Paul, Walter, & Geo Paul, Hove, Tailors. Pet April 7. Brighton, April 25 at 11. Mills, Brighton.
Petty, John, jun, Thornton-in-Lonsdale, York, Farm Servant. Pet April 6. Skipton, April 26 at 1. Robinson, Settle.
Potter, Jas, Sampford Courtenay, Devon, Machine Maker. Pet April 9. Okehampton, April 23 at 11. Fulford, Okehampton.
Ridgway, Jas, Manch, Warehouseman. Pet April 8. Manch, May 2 at 9.30. Foster, Manch.
Smith, Fras, Lpool, Butcher. Pet April 7. Lpool, April 25 at 3. Henry, Lpool.
St John, Hy, Lymington, Builder. Pet April 9. Lymington, April 23 at 3. Sharp, Christchurch.
Thompson, Geo, Maidstone, Boot Maker. Pet April 8. Maidstone, April 23 at 11. Morgan, Maidstone.
Tipper, Benj Clarke, Birm, Cattle Food Dealer. Pet April 8. Birm, April 29 at 12. Smith, Birm.
Tonelli, Luigi, Kingston-upon-Hull, Proprietor of a Music Hall. Pet April 8. Kingston-upon-Hull, April 23 at 11. Spurr, Hull.

Tremellen, Wm Jacob, St Breock, Cornwall, Smith. Pet April 9. St Columb, April 26 at 10. Symons, Wadebridge.
Tudgay, Jas, Sandford-circus, Somerset, out of business. Pet April 8. Yeovil, April 29 at 11. Watts, Yeovil.
White, Daniel, Kingston-upon-Hull, Fisherman. Pet April 7. Kingston-upon-Hull, April 20 at 12. Hearfield, Hull.
Wooldridge, Chas, Worksop, Mason. Pet April 7. Worksop, April 23 at 11. Clough, Worksop.
Young, Geo Hy Redpath, Newcastle-upon-Tyne, Sculptor. Pet April 8. Newcastle, April 23 at 10. Joel, Newcastle-upon-Tyne.

BANKRUPTCY ANNULLED.

FRIDAY, April 8, 1864.

Myers, Maurice, Birm. March 19.

ESTATE EXCHANGE REPORT.

AT THE MART.

April 7.—By Mr. MARSH.

Absolute reversion to one-fourth of £890 sterling, also in one-fourth of the produce of the sale of two houses, situate at Broadstairs, Kent, receivable on decease of a lady now aged 83 years—Sold for £180.
Absolute reversion to one-eighth of freehold property, comprising the White Hart Tavern, London-street, Greenwich; Mount Lodge Estate, Brandon, Suffolk; also one-eighth of £840 and £111 7s. 8d. Consols, receivable on decease of a gentleman aged 76 years—Sold for £395.
Absolute reversion to £645 16s. 5d., being one-eighth part of £5,166 11s. 7d. Stock, receivable on the decease of a widow lady aged 71 years—Sold for £415.
Five £100 shares, fully paid up, in the Waterloo Bridge Company.—Sold for £5 7s. 6d. per share.
1,500 £2 shares, fully paid up, in Normandy's Patent Marine Aërated Fresh Water Company (Limited)—Sold for £140.
Absolute reversion to one-seventh of £4,785 10s. 6d. Consols, receivable on the death of a widow lady aged 49 years—Sold for £150.

April 11.—By Mr. ALFRED SAVILLE.

Leasehold, 11 houses, situate in High-street, Tottenham, producing rentals amounting to £172 12s. 4d. per annum; term, 24 years from March, 1864; ground-rent, £55—Sold for £520.

April 12.—By Mr. FREDERICK LOMAX.

Freehold residence, being No. 9, Heill-road, St. John's Wood; lately let at £45—Sold for £560.
Leasehold dwelling-house, being No. 24, Somerset-street, Portman-square: held for a term of 99 years from June, 1830, at a ground-rent of £15 per annum; let for a term of 21 years from March, 1853, at the annual rent of £100—Sold for £1,120.
Leasehold house and premises, being No. 194, Oxford-street; held for a term of 99 years from June, 1830, at a ground-rent of £10 10s. per annum; let for a term of 21 years from March, 1854, at the annual rent of £100—Sold for £4,000.

By Messrs. HAKES & SHAKELL.

Freehold residence, being No. 48, Berwick-street, Oxford-street; let for a term of 61 years from Christmas, 1841, at an annual rent of £55—Sold for £590.
Leasehold business premises, situate and being No. 24, Tottenham-court-road, and No. 8, Stephen-street, in the rear; held for a term of 60 years from November, 1827, and producing a rental of £206 per annum; ground-rent, £138 per annum—Sold for £695.

AT GARRAWAY'S.

April 7.—By Mr. BIRD.

Leasehold wine and spirit establishment, known as the Queen's Head, situate at the corner of Harman-street, Hoxton; held for 60 years from 1863, at a rent of £105 per annum—Sold for £3,410.
Leasehold wine and spirit establishment, known as the Stanley Tavern, situate at the corner of York-street, Southwark; term, 50 years from March, 1864, at a rent of £150 per annum—Sold for £8,000.

By Messrs. ELLIS & SON.

Copyhold cottage, situate on the road to Forty-hill, Enfield—Sold for £1,250.
Copyhold residence adjoining the above, let at £55—Sold for £1,660.

April 8.—By Mr. ROBERT REID.

Leasehold premises, situate and being No. 22, Store-street, Tottenham-court-road; held for a term of 96½ years from Lady-day, 1805, at a ground-rent of £47 per annum—Sold for £1,650.
Freehold house, situate and being No. 16, King-street, Soho; let at £56 per annum—Sold for 745.
Leasehold house, situate and being No. 1, Palace-street, Pimlico; held for a term of which 25½ years were unexpired at Lady-day, 1864, at a ground-rent of £5 10s. per annum; let at £53—Sold for £480.
Leasehold residence, situate and being No. 51, Leinster-square, Bayswater; let for a term at £110 per annum; held for a term of 99 years from June, 1853, at a ground-rent of £21 per annum—Sold for £1410.
Leasehold residence, being No. 50, Leinster-square; held for same term and at same ground-rent as above.—Sold for £1,340.
Leasehold residence, being No. 49, Leinster-square; let for a term at £105 per annum; held for same term as No. 51, at a ground-rent of £16 per annum—Sold for £1,250.
Leasehold residence, being No. 48, Leinster-square; let for a term at £100 per annum; held for same term as No. 51, at a ground-rent of £16 per annum.—Sold for £1,160.
Freehold premises, situate and being No. 4, Warwick-lane, Newgate-street; let on lease for a term of 14 years from Midsummer Day, 1850, at an annual rent of £55—Sold for £1,600.
Freehold house, situate and being No. 13, King-street, Soho, let for a term of 14 years from Christmas, 1858, at a rent of £65 per annum—Sold for £1,190.
Freehold residence, being No. 4, Nassau-st, Soho, let for a term of 14 years from Christmas, 1861, at a rent of £72 per annum—Sold for £1,440.
Freehold house, being No. 61, Poland-street, Oxford street, let for a term of 21 years from Lady-day, 1847, at a rent of £71 per annum—Sold for £1,150.
Freehold, one-fifth part of and in a residence, 2 shops, cottage, and stabling, situate at Clifton, near Bristol; producing a rental of £120, subject to a yearly rent-charge of £3 per annum—Sold for £300.
Leasehold house, being No. 42, Perceval-street, Clerkenwell; term, 17 years from Lady-day, 1864, at a ground-rent of £6 per annum; let at £28 per annum—Sold for £230.
Leasehold, improved ground-rents amounting to £53 3s. per annum, secured on 15 houses situate in Queen-street and Princes-street, Clerkenwell; held for 17 years unexpired from Lady-day, 1864—Sold for £505.

April 11.—By Mr. WILLIAM BIRD.

Lease, with possession, of the Horse and Groom public-house, situate in John-street, Edgware-road; held for a term whereof 21 years were unexpired at Lady-day, 1864, at the rent of £120 per annum—Sold for £1480.
Life policy for £1000, effected in the Standard Life Office, on the life of a gentleman, and subject to a half-yearly premium of £15 18s. 4d.—Sold for £250.

April 12.—By Mr. LOUND.

Leasehold rental of £278 per annum, arising from premises situate and being No. 80, Oxford-sreet; held for a term of 55 years from April, 1853, at a ground-rent of £76 per annum. Underleased for a term of 14 years, from March 1859, at the yearly rent of £354, and a premium of £400—Sold for £3,950.

By Mr. GARDINER.

Lease and goodwill of that wine and spirit establishment, known as the Duke of Wellington, situate at the corner of Shepherd-street, Spitalfields; held for a term, whereof 13 years were unexpired on June last, at a rent of £60 per annum—Sold for £700.

By Mr. W. THOMPSON.

Lease and goodwill of that wine and spirit establishment known as The Belgrave, situate No 1, Upper Ebury-street, Eaton-square; together with 3 shops adjoining, being No. 29, 30, and 31, Elizabeth-street South—Sold for £9,000.

April 13.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold residence, situate and being No. 35, Wellington-square, Chelsea; held for an unexpired term of 65 years, at a ground-rent of £10 per annum; let at £62 per annum—Sold for £550.
Leasehold, three houses, known as Nos. 6, 7, and 8, Hyslop-place, Waterlane, Hackney; held for a term expiring in 1893, at a ground-rent of £9 9s. per annum; producing £47 per annum—Sold for £280.
Leasehold dwelling house, being No. 9, St. Paul's-terrace, King's-road, Camden-town; held for an unexpired term of 36½ years from Michaelmas last, at a ground-rent of £16 per annum; estimated value, £36 per annum—Sold for £100.
30 £10 shares in the British Mutual Investment, Loan, and Discount Company, Limited—Sold for £4 10s. per share.
50 £10 shares in the Farnborough and Aldershot Freehold and Ground-rent Society, Limited—Sold for £4 8s. per share.
16 £50 shares in the European Bank, Limited—Sold for £11 18s. per share.
5 £100 shares in the London and Colonial Bank, Limited—Sold for £15 2s. per share.
10 £20 shares in the Madrid Bank, Limited—Sold for £5 per share.
15 £10 shares in the London Tavern Company, Limited—Sold for £7 13s. per share.
20 £5 shares in the West Central Horse and Carriage Repository, Limited—Sold for £1 5s. per share.

By Mr. BRAY.

Absolute reversion to one-ninth share and one-ninth of another ninth share in £6,024 17s. 7d. Consols; £1,425 7s. 7d. New 3 per Cents.; 20,295 sicca rupees (4 per Cent. Loan), receivable on the death of a lady aged 45 years—Sold for £285.

By Messrs. FURBER & PRICE, conjointly with Mr. J. FURBER.

2,000 £10 shares, fully paid up, in the London Printing and Publishing Company—Sold for £1 per share.
Leasehold residence, situate and being No. 31, Gloucester-street, Belgravia; let for a term of years from December, 1857, at a rent of £65 per annum; held for a term of 77½ years from Michaelmas, 1851, at a ground-rent of £10 per annum—Sold for £800.
Leasehold dwelling-house, situate and being No. 14, Wilmington-square, Clerkenwell; held for a term of 92 years from December, 1823, at a ground-rent of £12 per annum; producing £50 per annum—Sold for £435.
Leasehold stabling, coach-houses, shops, &c., situate in Osnaburgh-street, Regent's-park, also a leasehold dwelling-house, No. 5, Osnaburgh-street, aforesaid, also a ground-rent of £30 per annum, arising from premises in the rear of above—Sold for £3,300.
Leasehold dwelling-house, No. 6, Osnaburgh-street, aforesaid; held for a term of 99 years from July, 1815, at an annual rent of £15—Sold for £630.
Leasehold dwelling-house, No. 7, Osnaburgh-street, aforesaid; held for same term as above, at similar ground-rent—Sold for £640.

April 14.—By Mr. MURRELL.

Leasehold, two houses situate and being Nos. 18 and 19, Holmes-street, Charles-street, Commercial-road; held for a term expiring at Lady-day 1901, at a ground-rent of £8 per annum; let at £44 per annum—Sold for £350.
Leasehold house, being No. 20, Holmes-street, aforesaid; held for similar term and ground-rent as above; let at £22 per annum—Sold for £130.

By Mr. GEORGE GOLDSMITH.

Freehold mansion, stables, &c., situate No. 18, Arlington-street, Piccadilly—Sold for £25,700.

By Mr. MARSH.

Leasehold business premises, situate and being No. 44, Friday-street, City; held for a term of 72 years unexpired at a rental of £157 10s.; let on lease at £240 per annum—Sold for £3,660.
Leasehold business premises, situate and being No. 137, Cheapside; held for a term of 21 years from December, 1853, at a rental of £250 per annum; let on lease at £400 per annum—Sold for £1,540.
Leasehold mercantile premises, situate and being No. 93, Watling-street, City; held for an unexpired term of 15½ years from Lady-day, 1864, at a rental of £200 per annum, producing £430 per annum—Sold for £1,020.
Leasehold improved rental of £28 6s. per annum, secured on the Victoria public-house, situate and being Nos. 105 and 106, Chalton-street, Euston-road—Sold for £250.
Leasehold improved rental of £10 10s. per annum, secured on 9 houses situate in Church-way, Seymour-court, and Latham-place, Euston-road—Sold for £80.